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## The Solicitors' Journal and Reporter.

LONDON, JANUARY 21, 1888.

## CURRENT TOPICS.

ON THURSDAY and Friday last, the Lord Chancellor sat in Court of Appeal No. 2, with Lords Justices COTTON and BOWEN, to hear appeals from the Chancery Division. The arrangements of the two divisions of the Court of Appeal for next week had not been definitely settled at the time of our going to press.

MR. JUSTICE KEKEWICH is taking the cases in Mr. Justice STIRLING's chambers which are adjourned to be heard there before the judge in person. These cases are, from the nature of things, considerably in arrear, and we may expect to hear that Mr. Justice KEKEWICH will set apart one or two afternoons in each week for their disposal.

WE ARE GLAD to hear that Mr. Justice STIRLING is gradually improving in health, although, at present, no definite time can be fixed for his resumption of judicial duties. We regret to learn, on the other hand, that Lord Justice LINDLEY's second attack has proved far more severe than the former one, and that he was still, on Thursday, confined to his room.

WE SUGGESTED a few weeks ago (*ante*, p. 72) that the time had come for the abolition or reduction of the certificate duty, and pointed out the means by which the revenue might be recouped the loss resulting from the change. We are glad to see that our suggestion has already borne fruit. We believe that the statement which has appeared in the daily papers with regard to the results of an interview with the Lord Chancellor is substantially correct, and that it may be considered as ascertained that his lordship and the Treasury will not be averse to a substantial reduction being made in the duty if the business of the session will permit of an Act for that purpose being passed.

IT IS STATED that a report on the sittings of the courts and the cause lists is in course of preparation, and will soon be considered by a joint committee of the Bar Committee and the Incorporated Law Society. We believe that the chief recommendation will be that which we made some weeks ago, to the effect that there should be a revision of the cause list each week or fortnight, as may be found convenient, and that no cause marked as stayed should be entered in the list, and that if, during the subsistence of the list, a cause is for any reason stayed, it should be struck out of the list, and should only come again into the list after the stay had been removed.

WE UNDERSTAND that the Council of the Incorporated Law Society intend to proceed during the coming session with the Bill prepared by them last year on the subject of charges on land and

the searches now necessary to be made for them. The Bill, as our readers will remember, arose out of the case of *Re Pope* (34 W. R. 654, 693, 17 Q. B. D. 743). When the subject came to be examined at length in the columns of this journal, it was found that there existed such a variety of charges on land, registered in all manner of places and ways, and some of them not registered at all, that the necessity for some change became apparent. The Bill proposed to establish a general register in which all charges affecting land should be registered, and might be easily searched for.

WE REPORT elsewhere a meeting of representatives from the Yorkshire law societies, held on Monday last, to consider the question of land transfer. It will be seen that the meeting was unanimous in opposing Lord HALSBURY's Bill, on the grounds that the registry of titles proposed "is likely largely to increase the cost of conveyancing," and that a registry of assurances is preferable. The meeting also passed a resolution calling upon the Incorporated Law Society to co-operate with the country law societies, and to convene a joint meeting as soon as the Bill is laid before Parliament, to determine as to the action to be taken with regard to it. We believe there is no doubt that this course will be taken, but we may perhaps be permitted to suggest that it is hardly desirable, in the meantime, that the law societies in different parts of the country should pledge themselves to any definite course. The views of the Yorkshire solicitors as to a registry of assurances may not agree with those of solicitors in other parts of the country. It is preeminently desirable that at the general meeting in London definite conclusions should be arrived at, if possible, unanimously; and such conclusions should be based on the statements which may be made at that meeting, and on the discussion which will then take place.

A TREASURY MINUTE, dated the 5th of September, 1887, suggesting, in effect, that the office hours for all the offices in the Royal Courts of Justice shall be extended from six hours to seven hours—in short, that the office hours should last from ten o'clock until five, with half-an-hour's interval for luncheon, instead of from ten to four without any definite interval—has been sent by the Lord Chancellor to the several heads of departments for their consideration. What the replies of these "heads" have been, we cannot, of course, state; they naturally would not advocate the increase of their office hours; but the profession may have something to say on the question. As matters at present are arranged, late sittings by a judge at chambers are a source of great inconvenience. Towards four o'clock, every practitioner desires to get back to his offices, in order to complete his correspondence for the outgoing evening mail. Appointments for any time between four and five o'clock are liable to cause trouble in this direction, and it must be remembered that, although any solicitor can abstain from taking an appointment at such a time, still he is at the mercy of his adversary, who may give him notice of such an appointment. It is clear, therefore, that, in legal departments where the business to be done is administrative, and dependent on the presence of two or more parties, and is not mere routine, caution must be used in making any alteration in the present system. Other considerations connected with "searches" are important in relation to the hour of closing some offices, and in many other respects the legal offices, and the work done therein, are so different from any branch of the Civil Service, that any comparison of the one with the other would be misleading.

MR. JUSTICE CHARLES, in *Reg. v. Graham and Burns*, has laid it down as law that there is no right to hold public meetings in Trafalgar-square or in any other public place, but that such places are "for people to pass along"—a user which is, of course, directly in conflict with that for public meeting, the essence of which is stationary assemblage; and inasmuch as the learned judge was not so much as asked to reserve any point for consideration by the Court of Criminal Appeal, the so-called "right of public meeting" in thoroughfares may now be looked upon as non-existent under the law of England. The view we previously expressed as to the law on this matter (*ante*, p. 37) has, therefore, now been fully and

incontrovertibly confirmed. We observe that the ATTORNEY-GENERAL, in support of the view of the Crown, relied on *De Morgan (Appellant) v. Metropolitan Board of Works (Respondents)* (28 W. R. 489) and *Homer v. Cadman* (34 W. R. 413). In both of these cases the appellant was convicted for obstructing a thoroughfare by the delivery of a public address; but it was only in the former that the right of public meeting was set up as a defence. The case arose out of the infringement of a bye-law for the regulation of Clapham Common, which provided that no person should deliver any public address there, except with the permission of the Metropolitan Board of Works first obtained; and the appellant contended that the bye-law was invalid, and that the board could not prevent the public from assembling on the common (which had been dedicated to the public "as an open and uninclosed space for ever") whenever they pleased "for the purpose of hearing sermons, lectures, or addresses on any subject, religious, political, or otherwise." But LUSH, J., very pertinently remarked that "if this argument were sound it would follow that any number of public meetings might be held at the same time in various parts of the common, even to the extent of monopolizing the whole area, to the disturbance of the neighbourhood and the exclusion of that portion of the public who desired to use it for the purpose of recreation," and affirmed the conviction. In *Homer v. Cadman* the appellant was convicted, under section 72 of the Highway Act, 1835, for obstructing the Bull Ring at Sedgley, "an irregular triangle at a spot at which six highways converge," by delivering addresses to a crowd there. The defence was that the appellant, although he took up the greater part of the Bull Ring in question, allowed a free passage round the crowd for foot-passengers, horses, and vehicles, but the court confirmed the conviction, A. L. SMITH, J., observing that the appellant's only right was to pass and re-pass, so that the case is very much in point.

WE NOTICED some months ago (31 SOLICITORS' JOURNAL, 740) the effect of the recent cases on the liability of promoters of companies in respect of profits made by them upon a resale of property to the company. The law appeared to be that where the promoter had originally bought, not for himself, but for a company to be afterwards formed, in such a case it was an ordinary instance of purchase by an agent, and the company would be entitled both to keep the property and to call upon the promoter to repay the profit he had made. But it is for the company to prove this relationship of principal and agent, and also that it existed at the time of the original purchase. Hence, where this is not shewn, the above rule does not apply, not even although the promoter subsequently becomes a director of the company. In this case it is his duty to inform the company of the profit he is making, and in default they are entitled, if they so choose, to a rescission of the contract. But they cannot affirm the contract and also claim the profits; and if rescission of the contract has become impossible, they seem to have no remedy at all. This was the decision of the Court of Appeal in *Re Cape Breton Co.* (33 W. R. 788, 29 Ch. D. 795), and in the subsequent case of *Ladywell Mining Co. v. Brookes* (35 W. R. 785, 35 Ch. D. 400) this was treated as settling the law. It will be well to notice, however, that the former case has recently been before the House of Lords under the name of *Cavendish Bentinck v. Fenn* (12 App. Cas. 652); and while the decision of the court below has been upheld, this was solely on the preliminary question of the evidence. It was contended that the resale had been at a grossly exaggerated price, and that the director in question had not disclosed the fact of his interest in the property; but it was held that neither of these points was established by the evidence before the House, and consequently it became unnecessary to make any allusion to the grounds of the decision in the court below. Lord WATSON, however, expressly disclaimed them as the basis of his judgment, and refused to admit that it had been proved that no claim could be made against the director because a *restitutio in integrum* had become impossible. It must be remembered also that BOWEN, L.J., argued very strongly in the same direction in the Court of Appeal. Although, therefore, the law must still be taken to be as we formerly stated, yet the doubt which has thus arisen should prevent a too confident reliance upon it. Moreover, the tendency of future decisions, if they are not anticipated by the Legislature, will probably be in

favour of the shareholders; and the House of Lords has not been chary lately of making new law to suit new needs.

AN IMPORTANT DECISION as to the character of the "six-day" licence was given in *Reg. v. Licensing Justices of Creickern* on Tuesday last. It was there held by MATHEW and A. L. SMITH, JJ., that when once a licence of this character has been granted, the holder has no right to change it into the ordinary seven-day licence upon an application for renewal, but must, if the licensing justices choose to insist upon a continuance of it as a six-day licence, either take a renewal of it as such or lose the renewal altogether. The question depends upon the 1st section of the Licensing Act, 1828 (9 Geo. 4, c. 61), and the 42nd and 49th sections of the Licensing Act, 1872 (35 & 36 Vict. c. 94). By the 1st section of the Act of 1828, the licensing justices are empowered to grant licences "to such persons as they shall, in the exercise of their discretion, deem fit and proper." By section 42 of the Act of 1872, the applicant for a renewal of a licence is placed in a better position, as regards procedure in making objections to him, than the applicant for a new licence, but it is also provided that, subject to the provisions in that section, "licences shall be renewed, and the powers and discretion of the justices relative to such renewal shall be exercised, as heretofore"; and previously to the Act of 1872 there was no distinction at all between an old and a new licence, every licence being (see section 13 of the Act of 1828) in force for one year only. By section 49 of the Act of 1872, "where, on the occasion of an application for a new licence or transfer or renewal of a licence which authorizes the sale of any intoxicating liquor for consumption on the premises, the applicant, at the time of his application, applies to the licensing justices to insert in his licence a condition that he shall keep the premises in respect of which such licence is or is to be granted closed during the whole of Sunday, the justices shall insert the said condition in such licence," and it is also enacted that the holder of a licence to which such a condition is attached shall keep his premises closed during the whole of Sunday, and that he may obtain the corresponding inland revenue licence upon payment of six-sevenths of the ordinary duty. It was contended for the applicant that the Act of 1828 merely empowered the justices to grant a licence or refuse it, and gave no power to impose conditions (a contention which appears at first sight to be favoured by *Reg. v. Sylvester*, 31 L. J. M. C. 93, and *E. v. Athay*, 2 Burr. 653, in which opinions adverse to the conditional granting of licences were distinctly expressed); and also that the condition mentioned in the 49th section of the Act of 1872 can be inserted on the application of the applicant only, a contention which derives some support from *Reg. v. Kirkdale Justices* (18 Q. B. D. 248), in which it was held that the condition can only be inserted in a new licence on the application of the applicant. But the court decided that the justices, having an absolute discretion to refuse the licence, could exercise this discretion adversely to the applicant unless he should consent to have the condition re-inserted; and we think on the whole that the decision is correct. For to compel the withdrawal of a condition would be to compel justices to grant a licence, and it is perfectly plain that this cannot be done. And with regard to the *Kirkdale* case, a distinction was carefully drawn there between an application for a new licence and an application for a renewal, so that that case is distinguishable. It is noticeable that it has been twice decided in the Irish courts (see *Reg. v. Recorder of Dublin*, 2 L. R. (Ir.) 385, and *Reg. v. Cathcart*, 4 L. R. (Ir.) 567), that the holder of a six-day licence is not entitled on the renewal of his licence to exchange it for an ordinary licence; "for otherwise," as was said by MAY, C.J., in *Reg. v. Recorder of Dublin*, "It is conceivable that an applicant for a new licence might get rid of opposition by electing to take a six-day licence; and if he, on the occasion of renewal, is to be permitted at his pleasure to substitute a general licence for that accorded to him, it is plain that the licensing authorities would be deceived." Looking, however, to the importance of the question involved, we think the Court of Appeal may be expected to be asked to pronounce upon it.

AN EMINENT CORRESPONDENT, whose name, if we were at liberty to reveal it, would secure for his observations respectful attention at the Law Institution, asks why solicitors delegate to land



agents and auctioneers the least onerous, and perhaps the most remunerative, part of the work connected with the sale of land? The answer is that all solicitors do not adopt this course. The practitioners in Liverpool, and we believe elsewhere in Lancashire, follow the advice of our correspondent to a considerable extent. There the auctioneer is a mere "pulpit," getting a small fixed fee, and the solicitor receives the scale commission for conducting the sale. After the Remuneration Order came into force, the question of the general adoption of this practice was fully threshed out in our columns, with the result that, as regards the great body of solicitors, the practice in this respect remained unchanged. Whether in view of recent decisions on the "conducting fee," and of a Land Transfer Bill, the time has not come for a review of the question, is matter for the consideration of the Council of the Incorporated Law Society. There are a good many points involved, however, beyond those mentioned by our correspondent. What does he mean, by the way, by his references to a "double set of charges" for the sale? The solicitor gets no fee for conducting it when the auctioneer is paid by the client.

#### THE AMALGAMATION OF THE TWO BRANCHES OF THE PROFESSION.

BIRMINGHAM has been the scene of very emphatic declarations on the subject of the amalgamation of the two branches of the profession by leading members of each branch. At the meeting of the Incorporated Law Society in that town, in 1884, Mr. Saunders, the then president, strongly advocated the union of the two branches, and now the Solicitor-General follows suit. His speech at the dinner of the Law Students' Society contains a very complete statement of the reasons which may be urged in favour of the change, from the point of view of the public, the solicitors, and the bar. It is natural enough that he should omit to notice some circumstances tending to qualify the strength of some of his arguments. He did not mention, for instance, that, although the position of the solicitor in Ireland is not, as regards the appointments open to the profession, equal even to that of the English solicitor, the Irish Incorporated Law Society, in 1886, passed a resolution, based upon the report of the Legal Reform Committee appointed by the society, that "it is undesirable that steps should be taken to promote an amalgamation of the professions of barrister and solicitor." And he omitted to notice the changes which have been made in the direction of rendering easy the transition from one branch of the profession to the other. It is obvious that there might be found in this direction an answer (whether conclusive or not we do not say) to some of the weightiest of the arguments urged from the point of view of the solicitor and barrister.

But from the point of view of the public interest, Sir Edward Clarke had reasons to urge which are not touched by either of these considerations. Litigants, he said, "have to pay heavy costs in order to have their cases argued by counsel who very often know less of the matter than the solicitors who employ them, and who do not argue it as well as they would." This is a very broad statement, and, like most such statements, is only partly correct. It is perfectly true that, given a solicitor who gets up a case himself, who is familiar with the practice of the court, well versed in the rules and practice of advocacy, with time at his disposal to search the authorities and cases on the subject, and accustomed to the work of applying law to facts—the interest of the client is that his case should be argued by such a solicitor. No one, we suppose, can deny that there are solicitors capable of fulfilling all the requirements above supposed if the press of their daily work allowed it; but we suppose that no one who has any practical acquaintance with the office of a solicitor in good practice would say that it would be possible for the same man both to get through all the work he does at present and also to transact the work of a barrister in good practice. We believe that Mr. Markby was right in saying, in his address last year, that there is no country in Europe where all the functions of the two branches are performed by one person, although the line of separation may be drawn differently from our own. And in Canada and the United States there is, we believe, a voluntary separation of work between the members of a firm of lawyers: one partner appears in court while the other advises clients and carries on the general business of the firm. The truth is, we imagine, that the distinction is inevitable, since it rests on the different qualities of

practitioners. One is an admirable man of business, another possesses the special qualities necessary for a successful advocate. It may be asked, then, What is the advantage, from the point of view of the public, of a formal union with a practical separation? The advocate-solicitor will not get up the case himself, and will come to it in the same manner as the barrister does at present; and, if he is a successful advocate, his fees are not likely to be less than those of the successful barrister—what, for instance, it may be asked, is the average fee of Mr. George Lewis?

But Sir Edward Clarke says that, at any rate, the client would have "a larger area of choice," since he would be able to "deal directly with the man who would conduct his case, and he would not be compelled to take the counsel his solicitor chooses." In other words, as we gather from the context, instead of going to the solicitor, the client might go to a young barrister, who, not having much to occupy his time, might succeed in combining all the functions of solicitor and barrister. But the Solicitor-General forgets that if clients want to have their work done cheaply, they still more earnestly desire to have it done well; and we venture to think that in this respect the gain to the client of the course suggested would be somewhat questionable.

From the point of view of the two branches of the profession, the Solicitor-General had many reasons to urge. Taking solicitors first, he remarked that he should feel it a trial, if he were a solicitor, to hear it called a "lower or inferior branch," and that there is an unjust disproportion between the honours and emoluments open to the two branches. We do not imagine that reasonable men nowadays speak of the solicitors' branch as a "lower or inferior" one; nothing, indeed, is more remarkable in recent times than the advance which has occurred in the *status* of solicitors; but the other matter is undoubtedly a substantial grievance. There are offices now filled by members of the bar which would be better filled by solicitors, and which ought to be open to solicitors. The public interest requires that the fittest man should be selected, to whichever branch of the profession he may belong; and we regard it as certain that solicitors—who already, as Registrars and Chief Clerks of the Chancery Division and Registrars of County Courts, admittedly transact judicial work with the utmost efficiency—will have ultimately opened to them a wider range of honours and emoluments. We do not see, however, that an amalgamation would, by itself, alter greatly in this respect the prospects of the present generation of solicitors. The skilled advocate would still take the chief judicial offices, and the skilled advocate of the present generation would be the former barrister.

It is, however, from the point of view of the bar that Sir Edward Clarke finds the strongest reasons for amalgamation. We think he is right in saying that it would be an unquestionable benefit to a large section of the junior bar to be allowed to do solicitor's work. Many of them have connections which (whether to the advantage of the client or not) would bring them considerable business, enabling them to build up a solicitor's practice, which, when sufficiently consolidated, might be handed over to a partner, the practitioner thenceforth confining himself to the work previously transacted by the bar. Sir James Hannen, twenty years ago, said that "there can be no better training for a young barrister, during the time he is waiting for business, than devoting himself to the duties of a solicitor." Our impression has long been that if ever amalgamation takes practical shape it will be on the motion of the bar, and we question whether, in spite of all Sir Edward Clarke's persuasions, the opinion of English solicitors on the question will differ greatly from that recently expressed by their Irish brethren.

A learned counsel (Mr. Rippon) applied on Tuesday, to Mr. Justice Day to hold over a case until after the "luncheon time" of the court, as the plaintiff had telegraphed that he had missed his train. Mr. Justice Day: You should ask that the case be postponed until after "the adjournment," for "the court" does not lunch; that is not an epoch in the life of "the court." I do not speak of what individuals do, but "the court" does not lunch. Mr. Winch: If the court does not lunch, I may say the bar does; I do not oppose my learned friend's application. The *St. James's Gazette* says, with reference to Mr. Justice Day's view of the impersonal "court":—"An order was passed once by a certain judge in Great Britain, fining a man who, to quote the record, pursued the court with a petition, and even presumed to pull the court's leg while the court was getting into its dog-cart."

## PERSONS ELIGIBLE AS NEW TRUSTEES.

## III.

(3) *Donees of the power to appoint new trustees.*—"The question is often asked," says Mr. Lewin (Trusts, 8th ed., p. 666), "whether the donee of a power can appoint himself a trustee, and, as no one can be judge in his own case, such an appointment would be open to objection," except, perhaps, in cases where the execution of the trust is committed to trustees and the survivor of them, his *executors or administrators*, and the trustees die, and the power of appointment is in the executor of the survivor, in which case, as the executor was declared to be a proper person to execute the trust, he might be said to have the settlor's warrant for the appointment of himself and another. The question is one on which we can find no direct authority, but as regards appointments made under the implied powers in Lord Cranworth's Act and section 31 of the Conveyancing Act, 1881, it does not seem to have been observed that an appointment of himself by the donee of the power is expressly negatived. The words of Lord Cranworth's Act are that "it shall be lawful for the person or persons nominated for the purpose by the . . . instrument (if any) creating the trust . . . to appoint any other person or persons to be a trustee or trustees"; and section 31 (1) of the Conveyancing Act, 1881, also enables "the person or persons nominated for this purpose by the instrument, if any, creating the trust" to "appoint another person or other persons to be a trustee or trustees." It seems clear that the "other" person authorized to be appointed is not a person other than the trustee who is dead, &c., but other than the appointor.

(4) *Persons resident out of the jurisdiction.*—There was formerly a special reason against the appointment of an alien as a trustee of lands in England, as on office found (*Page's case*, 5 Co. R. 52) the legal estate in the land held by the alien vested in the Crown; but since the 12th of May, 1870, an alien has been able to hold land in Great Britain (33 Vict. c. 14, s. 2). The reason against such an appointment, in the case of trusts of other kinds of property, was, however, of a different kind—viz, the apprehension that the trust property might be removed out of the jurisdiction of the court; and on this ground it was held that the appointment as trustee of a foreigner was improper, unless the instrument creating the trust contained an indication of intention that the trust property should be invested on foreign securities. Thus, in *Meinertzhagen v. Davis* (1 Coll., at p. 345), Knight Bruce, V.C., said: "I will assume that, in general, where there is a settlement made in England upon the marriage of English persons, though extending only to personal property, and the original trustees are English, it would be an imprudent and improper exercise of the power of appointing new trustees to appoint foreigners." But in that case the learned judge upheld the validity of an appointment, under a power to appoint new trustees, of three American citizens as trustees of the settlement of the personalty of an English lady on her marriage to a domiciled Virginian, the settlement enabling the property to be invested in the Government funds of America or on real securities in America. The settlement, the learned judge thought, shewed an intention or contemplation that the whole of the settled property might be withdrawn from the jurisdiction and power of the court, "leaving only the persons of the trustees answerable; and if those persons, so remaining answerable to the court, were to shew that they had obeyed the settlement by placing the funds within a foreign jurisdiction, according to the language of the settlement, they would be exempt from censure. The court would, in such a case, have done with them, inasmuch as the object of the settlement would have been fulfilled."

In *Re Guibert* (16 Jur. 852), however, Romilly, M.R., pointed out that the appointment in *Meinertzhagen v. Davis* was made under a power in the settlement, which was a very different thing from the court appointing foreigners as new trustees; and in that case he refused to appoint three foreigners, resident in Paris, as new trustees of a settlement whereby power was given to the trustees to invest the trust moneys in the French Funds. He said:—"If these gentlemen were appointed, they might transfer the property into the French Funds; and then I do not know but that, by the law of France, the husband and wife might call upon the trustees to pay over the whole of the trust fund to them." We are not aware of any reported case in which the court has appointed a foreigner as a new trustee: *Re Martinez's Trusts* (22 L. T. N. S.

403), which is cited in one work as an authority for the appointment of aliens as trustees, does not appear to bear on the point, as the report does not state that the new trustees were aliens.

The ground on which the court refuses to appoint foreigners applies, of course, to persons who are British subjects, but resident outside the jurisdiction of the English Courts; but as regards these persons there has been a considerable relaxation of the rules formerly prevailing. In *Re Long's Settlement* (17 W. R. 218), Malins, V.C., refused to authorize the appointment of persons resident in New Zealand as new trustees of the settlement of beneficiaries resident in New Zealand. But in *Re Smith's Trusts* (20 W. R. 695) Romilly, M.R., upon a petition for advice, considered that two Canadians might be appointed under a power as new trustees of a will under which a share was given to a lady who had married a Canadian, power being given by the will to invest the trust funds in the public funds of any colony of the United Kingdom; and in *Re Cunard's Trusts* (27 W. R. 52), Malins, V.C., appointed a Canadian a new trustee of a severed fund consisting of a share which was given to a daughter of the testator, who had married a Canadian, the greater part of her share being invested on Canadian securities. A further step in advance was taken by the same judge in *Re Liddiard* (14 Ch. D. 310), where two persons resident in Australia were appointed trustees of the will of a testator whose residuary estate was invested in English railways, the only reason shewn for the appointment being, apparently, that all the *cestuis que trust* were resident in Australia. Again, in *Re Austen's Settlement* (38 L. T. N. S. 601), he appointed two persons residing in Ireland new trustees of the settlement of a lady resident in Ireland.

The ground of the rule against appointment as new trustees of persons resident out of the jurisdiction applies to trustees of land if they have a power of sale, for they may exercise the power and remove the proceeds of sale out of the jurisdiction. The recent case of *Re Freeman's Settlement Trusts* (*ante*, p. 44) shews that the reluctance of the court to appoint as trustees persons resident out of the jurisdiction has been considerably lessened. In that case Stirling, J., appointed two persons resident out of the jurisdiction as new trustees of a settlement of real estate in England under which the trustees had a power of sale, with the consent of the tenants for life, the proceeds to be invested in the purchase of land. But the learned judge required the trustees out of the jurisdiction to give an undertaking, in the event of the death of the third new trustee, who was resident within the jurisdiction, not to appoint a new trustee resident out of the jurisdiction without applying to the court.

On the whole we may, perhaps, conclude that the court will not appoint a foreigner as trustee of an English settlement, but that no such insuperable bar exists to the appointment as new trustees of English subjects resident out of the jurisdiction, provided, at all events, that the beneficiaries are resident in the same country or colony as the new trustees, and that all the new trustees are not resident out of the jurisdiction. As to appointments under a power of persons resident out of the jurisdiction, it is clear that where the trust instrument enables the trust property to be invested on securities out of the jurisdiction, and where the beneficiaries are out of the jurisdiction, new trustees out of the jurisdiction may be validly appointed. And we think it is not unsafe to say that (subject to the qualifications mentioned above as to appointments by the court) an appointment under a power of an English subject resident out of the jurisdiction would be upheld.

It is stated that a committee of the judges, consisting of Lord Chief Justice Coleridge, the Master of the Rolls (Lord Esher), Lord Justice Lopes, Baron Huddleston, and Justices Cave, Mathew, and Smith, sat at the Royal Courts of Justice on Wednesday morning to confer with deputations of members from several circuits who had certain alterations to suggest with respect to the new assize arrangements. The meeting was private. It is understood, however, that the practice of sending one judge only to certain towns was among the causes of complaint.

In giving judgment in the case of *Judge v. Tisdall*, on Tuesday last, Mr. Justice Kay, said:—"I have come to the conviction that our system of trusts requires radical reformation, and I am glad to see that gentlemen of position in the City of London are forming a company for the performance of the duties of trustees. I wish it may succeed, as I am sure it would prove a great benefit and blessing to this country, and the whole system of the administration of trusts would be reformed. I am told that in other countries such a system is in existence and is succeeding admirably."



## CORRESPONDENCE.

## SOLICITORS AS LAND AGENTS AND AUCTIONEERS.

[To the Editor of the Solicitors' Journal.]

Sir,—Will you kindly allow me to avail myself of your columns for the purpose of calling attention to a subject which seems to me of great importance to the public, and still more so to that branch of the legal profession which your journal most especially represents?

Why is it, I would ask, that solicitors are habitually content to sacrifice their own interests, as well as those of their clients, by the practice of delegating to land agents and auctioneers the least onerous, and perhaps the most remunerative, of the duties within their own province?

In other words, why should a solicitor, who is entrusted by his client with the sale of an estate, and who, in point of fact, transacts in his own office all the difficult and responsible work connected with the sale, inflict upon his client a heavy and unnecessary expense, and deprive himself of the most lucrative share of the business, by invoking the assistance of a land agent or auctioneer?

When we consider the relative duties of the solicitor on the one hand, and the land agent on the other, it might really seem almost incredible (except to those who, like myself, have experienced the sad reality) that the land agent's charges should, in such a case, be often far larger than those of the solicitor.

Let us see what the solicitor has to do. He has to acquaint himself, in the first place, with all the particulars of the property; to investigate the title; to draw up the agreement, in the case of a private sale, and the particulars and conditions in the case of a sale by auction. He has to prepare the abstract of title; to deal with any objections which may be made by the purchaser; and, finally, to see that the sale itself is properly carried out.

On the other hand, what are the duties of the land agent? He has to see that the property is accurately described in his books or register; to insert in the newspapers such advertisements as may be deemed advisable; to interview any intending purchasers; and to make a bargain, if he can, in accordance with the solicitor's instructions; and for this service, I repeat, which is for the most part of a mechanical nature, his fees are often very much larger than those of the solicitor.

And the charges of the auctioneer are in some respects still higher; because, whether the property is sold or not, he is entitled to a very large fee in proportion to his services. He advertizes the property for sale; he publishes the particulars and conditions (which have been prepared by the solicitor) in what he considers the most attractive form; he mounts his rostrum and offers the property for sale, and if it is sold he takes charge of the deposit until the sale has been completed by the solicitor. For this, I believe I am correct in stating, his usual charge is five per cent. upon the first £100 and two and a half per cent. upon the residue of the purchase-money, besides his expenses out of pocket; and in the event of no sale being effected, his usual fee is one per cent. on the reserve price. So that, although the auction may prove absolutely fruitless to the unfortunate client, he may, if the property is a large one, have to pay the auctioneer several hundred pounds, or even more, for the luxury of having had his estate put up for sale.

But these are the customary charges. And so long as solicitors are content to abrogate their own proper functions in favour of auctioneers and land agents, so long must their clients be the victims of this extravagant system, and themselves be deprived of a large share of their own legitimate dues.

I ought, perhaps, to observe, that in making these remarks, I do not allude to valuers and surveyors properly so called. Those gentlemen no doubt require a special training and experience, and wherever a survey or valuation is required, it is quite right, of course, to employ them.

Nor, on the other hand, am I speaking of those occasions where the client directly employs an auctioneer or land agent to sell his estate without the intervention of a solicitor. On such occasions, if the aid of a solicitor can be dispensed with, a double set of costs may be avoided.

The cases to which I particularly allude, and which I believe are by far the most common, are those in which the client instructs his solicitor in the first instance, and looks to him to carry out the sale in the most reasonable and effectual way. In those cases, as it seems to me, there is usually no necessity for employing a land agent or auctioneer, nor is there any duty connected with the transaction which the solicitor cannot, and ought not, to perform himself.

We all know that a register of properties, such as that which is usually kept and published at a land agents, is an extremely useful thing. But why should not such a register be kept by solicitors, either at their own or at some general office? Why should not such a register or registers be kept in London, either at the Law Society, or at some other convenient locality? A small payment for each registration, and a moderate fee besides in the event of the property being sold or

let, would amply repay the expenses of the office; and clients would be only too thankful, if by this means, and by a reasonable addition to their solicitors' bills, they could be spared the grievous burden of a double set of charges.

And the case of the auctioneer presents even less difficulty. Why should not solicitors be their own auctioneers? Why should not auction-rooms be hired by them, as they are now by auctioneers? A solicitor might either attend himself, or send his clerk, or employ another solicitor, as might suit his convenience; and very moderate fees, as compared with those now charged by auctioneers, would more than repay the expense of such sales.

In London, I would even venture to make a further suggestion. Why should not the Law Society, who in so many ways have done good service to the profession and the public, allow the use of their rooms for the purpose of these auctions? And if, in addition to this, they would employ some professional gentleman from time to time to conduct the sales, and to advertise them beforehand (the society charging, of course, such reasonable fees as they may think proper), they would not only be affording a great convenience to the profession, but conferring, as it seems to me, a very substantial benefit upon the public.

I believe, Sir, that in these observations I am expressing the views of many thousands of others, some of whom, I dare say, may have suffered more severely than I have from the system of which I complain. I believe, moreover, that a large number of solicitors are painfully sensible of the injustice which is thus inflicted upon their clients; but, so long as the existing practice is sanctioned by the heads of the profession, they naturally feel much difficulty in departing from it.

I can only hope that this letter, if you will kindly allow it a place in your columns, may be the means of inducing a fair consideration of this question, and of bringing about some wholesome reform of what appears to a good many of us a very serious abuse.

ONE OF THE PUBLIC.

## CASES OF THE WEEK.

## COURT OF APPEAL.

REAL AND PERSONAL ADVANCE CO. (LIM.) v. CLEARS—No. 1, 16th January.

## BILL OF SALE—COVENANT NECESSARY FOR MAINTENANCE OF SECURITY.

This was an action to recover goods assigned to the plaintiffs by a bill of sale. The county court judge held the bill to be void, and non-suited the plaintiffs, and the Divisional Court (Lord Coleridge, C.J., and A. L. Smith, J.) declined to interfere with his decision. The plaintiffs appealed. By the bill of sale the mortgagor purported to assign certain household furniture and effects by way of security for the payment of the principal sum and interest, and he further agreed that during the continuance of the security he would pay the rent, rates, taxes, and outgoings of the premises whereon the goods assigned might be, within seven days after the same should respectively become payable, and would, immediately on the expiration of such seven days, produce to the mortgagees, upon demand being made in writing, the respective receipts for such rent, rates, taxes, and outgoings respectively, and that, if the mortgagor should neglect or refuse to pay the said rent, rates, taxes, and outgoings within the said seven days, or on the expiration thereof to produce to the mortgagees as aforesaid the respective receipts for such rent, rates, taxes, and outgoings respectively, then and in any such case it should be lawful for the mortgagees, if they should think fit, to pay any rent, rates, taxes, and outgoings of the said premises which might then be due and owing, and that all sums of money so paid by the mortgagees, together with interest thereon, computed from the date of payment up to the actual date of repayment, should be charged on the goods assigned, and should be recoverable in the same manner as principal moneys and interest thereby secured; and it was further agreed and declared that the goods assigned should be liable to seizure or to be taken possession of by the mortgagees for any of the causes specified in section 7 of the Bills of Sale Act (1878) Amendment Act, 1882, and that they should not be liable to seizure or to be taken possession of by the mortgagees for any cause other than those specified in that section. The plaintiffs admitted that this form of a bill of sale was identical with that which had been held to be bad in *Bianchi v. Offord* (17 Q. B. D. 484) by Bowen, L.J., sitting at *Nisi Prius*; but they contended that that case was impliedly overruled by the decision of the Court of Appeal in *Goldstrom v. Tallerman* (18 Q. B. D. 1), and was inconsistent with the earlier decision of *Ex parte Stanford, Re Barber* (17 Q. B. D. 259).

THE COURT (LORD ESHER, M.R., FRY and LOPES, L.JJ.) dismissed the appeal. LORD ESHER, M.R., said that *Goldstrom v. Tallerman* was distinguishable from *Bianchi v. Offord* since the bill of sale in the former case did not contain the words, "shall be recoverable in the same manner as the principal moneys and interest hereby secured." Those words had been held by Bowen, L.J., in *Bianchi v. Offord* not to be necessary for the maintenance of the security, and he agreed with that decision. The bill of sale was therefore bad. FRY, L.J., said that the words in question gave the mortgagees a power to seize for non-payment of moneys paid by them for rent or other outgoings. That had been rightly held in *Bianchi*

*v. Offord* to render the bill of sale void. The difficulty was not removed by the insertion of the clause against seizure for any other cause than those specified by the section. *Bianchi v. Offord* was a correct decision, and was not interfered with either by *Goldstrom v. Tallerman* or *Ex parte Stanford*. In those cases the bills of sale only provided that the sums paid by the mortgagees for rent, &c., should be a charge upon the assigned chattels, and did not declare that they should be recoverable in the same way as the principal sum and interest. Therefore, there was no power of seizure under those bills of sale for non-payment of such sums. *Lopes, L.J., concurred.*—COUNSEL, *Bozell*: *Finlay, Q.C.*, and *J. F. Clerk*. SOLICITORS, *Nye, Greenwood, & Moreton*; *J. & C. Attenborough*.

**RE TIPPETT'S & NEWBOLD'S CONTRACT—No. 2, 13th January.**

SUMMONS UNDER VENDOR AND PURCHASER ACT, 1874, s. 9—JURISDICTION—QUESTION NOT AFFECTING PURCHASER—MARRIED WOMAN—SEPARATE USE—RESTRAINT ON ANTICIPATION.

A question arose in this case as to the extent of the jurisdiction of the court upon a summons under section 9 of the Vendor and Purchaser Act, 1874. A testator, by his will, devised his real estates and chattels real to trustees in fee, upon trust to accumulate the rents thereof, with the income of his residuary personality, until his youngest child should attain twenty-one, and after that period he directed his trustees to stand possessed of his residuary personal estate and the accumulated income thereof, and of his real estates and chattels real and the accumulations of the rents thereof, upon trust for his three children (two daughters and a son by name) share and share alike, as tenants in common; provided always that the share of each of the daughters should be for her sole and separate use, and that she should not have power to dispose or deprive herself of the benefit thereof by anticipation. The testator died in 1877. The youngest child (the son) attained twenty-one in 1882. Both the daughters married, and in 1883 the son assigned his share in a leasehold house, which formed part of the testator's estate, to Hall, the husband of one of the daughters. In 1885 the two daughters and Hall entered into a contract to sell the house. The purchaser objected that, by reason of the restraint on anticipation contained in the will, the married women could not sell the property. A summons under the Vendor and Purchaser Act was taken out by the vendors, asking for a declaration that they had power to sell. On the hearing of this summons in chambers Kay, J., was of opinion that the sale was beneficial to the married women, and he directed that, notwithstanding the restraint on anticipation, if it was in force, their interests in the property should be bound for the purpose of giving effect to the contract for sale, and that the purchase-money should be paid to the trustees of the will. And, upon the question whether the interests of the married women in the purchase-money were bound by the restraint on anticipation, Kay, J., adjourned the summons into court, and directed that the trustees should be served with it. This was done, and upon the subsequent hearing of the summons in court Kay, J., held that the married women were, during their respective covertures, entitled only to receive the income of their respective shares of the purchase-money without power of anticipation.

THE COURT (LORD COLERIDGE, C.J., and COTTON and BOWEN, L.J.J.) held that there was no jurisdiction, upon a summons under the Vendor and Purchaser Act, to decide the question whether the restraint on anticipation affected the purchase-money, this question being one which did not concern the purchaser. But the court gave leave to amend the summons by making it an originating summons to obtain the opinion of the court upon the construction of the will. And, as the trustees were before the court, the argument was allowed to proceed on the undertaking of the appellants to amend the summons accordingly.

It was then argued that, the gift to the married women being an absolute one for their separate use after the termination of the trust for accumulation, the restraint on anticipation applied only during the continuance of that particular estate, and *Re Bown* (28 SOLICITORS' JOURNAL, 690, 27 Ch. D. 411) was relied upon.

THE COURT held that the restraint applied during the coverture. They said that *Re Bown* was distinguishable, because there there was an express direction to pay the capital of the fund to the married woman.—COUNSEL, *Underhill*; *A. J. Allen*. SOLICITORS, *Thos. White & Sons*.

**DREYFUS v. THE PERUVIAN GUANO CO.—No. 2, 12th January.**

ORDER OF HOUSE OF LORDS—CONSTRUCTION—CARRYING OUT BY HIGH COURT.

A question arose in this case as to the construction and carrying into effect of an order of the House of Lords. The plaintiffs claimed certain cargoes of guano which had been brought to England by the defendants, and the defendants, on the other hand, asserted that they were entitled to the cargoes. The action was brought to determine the rights of the parties. An interlocutory order, made by Jessel, M.R., on the 26th of February, 1881, directed (*inter alia*) that an account should be taken of the expenses incurred and paid by or on behalf of the defendants for freight and other payments in respect of each of the cargoes in question. This order was expressly made without prejudice to any question in the action. At the trial of the action on the 13th of January, 1885, Bacon, V.C., decided that the plaintiffs were entitled to the cargoes, and his judgment contained a declaration to that effect, and also a declaration that the defendants were not entitled to reimbursement of any expenses incurred by them, or on their behalf, in respect of any of the cargoes, except the expenses of the sale of two of the cargoes which had been sold under an order of the court. The judgment also ordered that an account should be taken of those expenses, and that the taking of the accounts directed by the order of the 26th of February, 1881, should not be proceeded with. The defendants appealed, but on the hearing of the appeal they aban-

doned, by their counsel, every claim, except a claim to be paid £4 15s. per ton of the guano, or, in the alternative, to be repaid such sums as had been paid by them for freight and landing charges. The Court of Appeal affirmed the judgment of Bacon, V.C., and their order, as drawn up, contained these words: "The defendants, by their counsel, abandoning their appeal, except so far as relates to their claim for payment to them of the sum of £4 15s. per ton, or repayment of such sums as have been paid by them for freight and landing charges." The defendants appealed to the House of Lords, who held that they were entitled to be repaid freight and landing charges. The order of the House of Lords directed that the order of the Court of Appeal, and also the judgment of Bacon, V.C., "be, and the same are hereby, reversed in so far as the said judgments affirm or declare (1) that the defendants are not entitled to reimbursement of any expenses incurred by them, or on their behalf, in respect of any of the said cargoes, except the expenses of sale of two specified cargoes; (2) that the taking of the accounts directed by the order of the 26th of February, 1881, be not proceeded with" (and in some other respects not material for the present purpose). "And it is further ordered that, *quoad ultra*, the said judgments be affirmed, subject to the declaration that the defendants are entitled to receive payment out of the proceeds of the cargoes in question of all sums properly disbursed by them in connection with the said cargoes on account of freight and landing charges, with interest thereon from the date of disbursement; and also to receive payment as aforesaid of the expenses of the sale of the two cargoes" sold under the order of the court. And the cause was remitted to the Chancery Division, "to do therein as shall be just and consistent with this declaration and judgment." Upon a motion by the plaintiffs to make the order of the House of Lords an order of the High Court, and that the account directed by the order of the 26th of February, 1881, might be limited to sums properly disbursed by the defendants in connection with the cargoes on account of freight and landing charges, with interest, Kay, J., held that the taking of the account must be proceeded with generally as originally directed, without any limitation, except that the chief clerk was to distinguish between sums properly disbursed by the defendants on account of freight and landing charges and other claims made by the defendants.

THE COURT (COTTON and BOWEN, L.J.J.) reversed the decision, and held that the account must be expressly limited to freight and landing charges, though it would remain for decision hereafter whether any particular item claimed by the defendants came within the description of "landing charges." COTTON, L.J., said that the order of the House of Lords left untouched that part of the order of the Court of Appeal which referred to the abandonment by the defendants of their appeal, with the exception therein referred to, and it left untouched the judgment of Bacon, V.C., that the plaintiffs were entitled to the cargoes, subject to the declaration which followed. This amounted to a distinct declaration by the House of Lords that the plaintiffs were entitled to the cargoes, subject to this, that the defendants were entitled to be repaid what they had properly disbursed in respect of freight and landing charges. It had been argued that this court would not interfere with the discretion of Kay, J., as to the mode in which the account should be taken. But that was a fallacy, for the plaintiffs ought not to be exposed to the trouble and expense of taking an account of charges which they were not liable to pay. The account ought to be limited to freight and landing charges. The meaning of the term "landing charges" would have to be determined, in case the defendants should bring in a claim for any expenses which the plaintiffs should assert not to be "landing charges." The court ought to lay down once for all what account should be directed in order to give effect to the order of the House of Lords. The difficulty arose from the fact that the House of Lords had simply struck out so much of the judgment of Bacon, V.C., as directed a stay of the proceedings under the order of the 26th of February, 1881. But that part of the order must be read in connection with the clear declaration that the defendants were entitled to be repaid what they had disbursed for freight and landing charges, and the meaning must be that the account was to be proceeded with so far as was necessary to ascertain that to which the House of Lords held that the defendants were entitled. If there was any slip in the order of the House of Lords this court could not correct it. They could only construe the order of the House of Lords, and give effect to it. BOWEN, L.J., concurred.—COUNSEL, *Sir H. Davey, Q.C.*, and *Ingle Joyce*; *Rigby, Q.C.*, and *Haldane*. SOLICITORS, *G. M. Clements*; *O. & S. Harrison & Co.*

**HIGH COURT—CHANCERY DIVISION.**

**RE LAND DEVELOPMENT ASSOCIATION—Kay, J., 12th January.**

COMPANY—CONTRIBUTORY—PAID-UP SHARES—PAYMENT OF FUTURE CALLS BY MEANS OF A DEBT DUE FROM THE COMPANY—PAYMENT IN CASH—COMPANIES ACT, 1867, s. 25.

This case raised a question as to what constitutes a good payment in cash for shares under section 25 of the Companies Act, 1867. Horace Kent was a shareholder in the company, and there remained unpaid on his shares a sum of about £800. The articles of the company empowered the directors to receive payment of the amount uncalled on the shares in anticipation of future calls, and Mr. Kent, having bought up a debt due from the company to a creditor, wrote to the directors requesting them to transfer from the amount due in respect of the debt the sum requisite to make his shares fully paid up. He was not at this date under any liability for previous calls on his shares. At a board meeting of the directors a resolution was duly passed that the debt in question should be applied in paying up Mr. Kent's shares in full; but nothing further was done to carry out the arrangement, and no contract as to the payment on the shares was registered under the above section. Shortly afterwards the



company went into liquidation, and the liquidator now sought to make Mr. Kent liable for the amount unpaid on his shares. Mr. Kent, in person, contended that the company had agreed to satisfy the amount out of the debt due from them, and relied on *Spargo's case* (21 W. R. 306, 8 Ch. 407) and *Ferrao's case* (22 W. R. 229, 9 Ch. 355).

KAY, J., held that, although there was perfect *prima facie* evidence of a contract by the company that a sufficient part of their debt should be applied in paying up the shares in full, yet, as nothing further had been done to give effect to the contract, there had been nothing equivalent to payment. *Ferrao's case* supported this view, for in that case an entry of the transaction had been made in the books of the company, and the *ratio decidendi* was that, not the contract, but the writing off in the company's books constituted payment, it not being necessary to go through the form of handing over the money and receiving it back again. No such entry had been made in the present case, and therefore Mr. Kent was liable for the amount unpaid on his shares.—COUNSEL, *Marten, Q.C.*, and *Vernon Smith*. SOLICITORS, *Badham & Williams*; *H. C. Morris*.

#### HATTEN v. RUSSELL—Kay, J., 17th and 18th January.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—REPUDIATION OF CONTRACT—SETTLED LAND—TENANT FOR LIFE—ABSENCE OF TRUSTEES—DEFECT OF TITLE OR OF CONVEYANCING—SETTLED LAND ACT, 1882, ss. 3, 22, 38—45—SETTLED LAND ACT, 1884, s. 5, SUB-SECTION 3.

The contract on a sale of freeholds by a tenant for life fixed the date for completion on the 29th of September. The purchaser took the objection that there were no trustees of the settlement for the purposes of the Settled Land Act, 1882, and the vendor, thereupon, on the 6th of October, took out a summons for the appointment of trustees, and informed the purchaser that he had done so. The purchaser, on the 8th of October, wrote to the vendor that he considered the contract at an end. On the 29th of October the order appointing trustees of the settlement was made, and the trustees waived the notice of sale which should have been given to them by the tenant for life, and notice of the order and waiver was given to the purchaser. The purchaser commenced this action on the 3rd of November for return of the deposit and rescission of the contract.

KAY, J., said that the non-existence of trustees was not a defect of title. It did not prevent the tenant for life from selling. The Act gave him absolute power to sell, but the purchase-money was to be paid to the trustees or into court, at the option of the tenant for life. The consent of the trustees was not requisite; they had no control over the tenant for life, and the purchaser had nothing to do with them, except to pay his purchase-money. Till the trustees were appointed there was no one to whom he could pay; and he could not pay into court, as that could only be done at the option of the tenant for life, exercised when there were trustees for the purposes of the Act. There was no suggestion of a breach of trust by the vendor; he remedied the defect as soon as possible, and it was not till after that that the purchaser commenced the action. This being a defect of conveyancing, not of title, the purchaser ought to have given the vendor notice to remedy it within a reasonable time. He could only justify the course he had taken by saying that in respect of the date fixed for completion time was of the essence of the contract, and that, on the conditions of sale, was not the case. A purchaser was not bound to wait an indefinite time where there was a defect of title, but even then he could not put an end to a contract *brevis manu* in this way. The action must be dismissed, with costs.—COUNSEL, *Remshaw, Q.C.*, and *Dauney*; *Miller, Q.C.*, and *C. Lyttleton Chubb*. SOLICITORS, *Harries, Williamson, & Raikes*; *Russell, Son, & Scott*.

#### Re COLBECK, HALL v. COLBECK—Kay, J., 18th January.

PRACTICE—PARTIES—ADDING DEFENDANTS—EX PARTE APPLICATION—NOTICE—R. S. C., 1875, XVI., 2—R. S. C., 1883, XVI., 11.

An order had been made on an *ex parte* application by the plaintiff giving him leave to add a defendant; but the registrar refused to draw up the order, on the ground that it could not be made *ex parte*. He relied on *Tildesley v. Harper* (3 Ch. D. 277). The plaintiff now asked the court to direct that the order should be drawn up. He contended that *Tildesley v. Harper* was under R. S. C., 1875, ord. 16, r. 2, and that the present rule (R. S. C., 1883, ord. 16, r. 11) gave power to add defendants on *ex parte* applications.

KAY, J., said that the present rule did not say it could be done without notice to the other side. The plaintiff must give notice of his intention to add a party before the order could be made.—COUNSEL, *Tanner*. SOLICITORS, *Elliot & Ash*, for *Deane & Son*, *Batley*.

#### Re ALBION MUTUAL PERMANENT BUILDING SOCIETY—Chitty, J., 13th January.

COMPANIES ACT, 1862, s. 203—VESTING ORDER—PARTIES.

In this case a motion was made *ex parte* by the official liquidator of the above building society for a vesting order under section 203 of the Companies Act, 1862; and *Re Albert Life Assurance Society* (18 W. R. 91) was cited, where James, V.C., made an order on an *ex parte* application.

CHITTY, J., said that in the case cited it was not clear that the order was made without the consent of the trustees, or that without such an order the liquidator had no power of suing. It was possible that the trustees might have something to say; for instance, they might have a lien for unpaid costs. The trustees must be served.—COUNSEL, *Eve*. SOLICITORS, *Bolton, Robbins, Bush, & Co.*

#### Re SILVA'S TRUSTS—Chitty, J., 14th January.

LUNATIC NOT SO FOUND—FUND IN COURT—PAYMENT OUT—MAINTENANCE.

In this case, a fund having been paid into court under the Trustee

Relief Act, 1850, a petition was presented by the person entitled, being a person of unsound mind not so found, by his brother, as next friend, for payment to the petitioner's wife of the whole annual income of the fund for the petitioner's maintenance. It appeared that the petitioner had no other means, and that the income of the fund was some £212. By the affidavit of the trustees, of whom one was another brother of the petitioner, it was stated that the petitioner had been on two occasions confined in a lunatic asylum, and that proceedings in lunacy had been commenced, but that afterwards he had somewhat improved in condition, so that the necessary medical certificates were not made, and that the improvement was due to the petitioner's wife keeping him quiet and clear of the control of money. The petitioner had no children. A question arose as to the court's jurisdiction to make an order. *Vane v. Vane* (24 W. R. 602, 2 Ch. D. 124) and *Re Bligh* (27 W. R. 876, 12 Ch. D. 364) were referred to.

CHITTY, J., said that, having regard to the evidence of the petitioner's brother and the circumstance that another of his brothers was acting as next friend, he should make an order. He should not, however, appoint the recipient of the money to act in the nature of a guardian, as was done in *Vane v. Vane*. The order would be that the whole income of the fund be paid to the petitioner's wife during his lifetime or until further order, she undertaking to apply the money to his maintenance, support, and comfort.—COUNSEL, *G. Broke Freeman*; *Jeaffreson*. SOLICITORS, *Haines & Clutton*.

#### Re NATT, WALKER v. GAMMAGE—North, J., 18th January.

STATUTE OF DISTRIBUTIONS (22 & 23 CAR. 2, c. 10), ss. 3, 5, 6, 7—ADMINISTRATION OF PERSONAL ESTATE—INTESTACY—NEXT OF KIN—GRANDCHILDREN—PER STIRPES OR PER CAPITA.

The question in this case was, how a share of the residue of the personal estate of a testatrix, which she had bequeathed by a residuary gift in her will, but which had lapsed by the death of the legatee in her lifetime and was undisposed of, was to be divided among her four grandchildren, who were her only next of kin—whether the division was to be *per stirpes* or *per capita*. The testatrix had only two children, a son and a daughter, both of whom died before her. Both of them had children, but at the time of the death of the testatrix only three children of the son and one child of the daughter were living. It is laid down in *Williams on Executors* (8th ed., vol. 2, p. 1503) (following *Toller on Executors*), that where the children of an intestate are all dead, all of them having left children, all his grandchildren shall have an equal share, and that this would also be the case if there were only great-grandchildren of the intestate living at his death. In such cases the grandchildren or great-grandchildren would take *per capita* in their own right. On the other hand, in *Burton's Compendium* (7th ed., plac. 1403 note) it is suggested that in such cases the division should be *per stirpes*, and this view was adopted by Mr. Joshua Williams in a note to *Watkins on Descents* (4th ed., p. 259 note). The cases cited in *Toller* and *Williams on Executors* in support of their view were decisions only as to collaterals. In *Re Ross's Trusts* (13 Eq. 286), in which, at the death of an intestate, there were living grandchildren and great-grandchildren of different stocks, *Wickens, V.C.*, held that the division must be *per stirpes*. He said, "Considering the question as one solely on the construction of the statute, it is difficult, I think, to resist the conclusion that, if there are descendants but no children living to share the estate, it is to be divided into as many shares as there are children who have left living descendants, and that the descendants of each such child are to take as representing the child, and, of course, only the child's share." And, in the conflict between the text-books, he felt free to follow his own clear opinion on the construction of the statute. Section 3 of the Statute of Distributions provides that the judges "shall make just and equal distribution of what remaineth clear (after all debts, &c., first allowed and deducted) amongst the wife and children, or children's children, if any such be, or otherwise to the next of kindred to the dead person in equal degree, or legally representing their stocks, *pro suo cuiusque jure*, according to the laws in such cases, and the rules and limitations hereafter set down." Section 5 provides that the distribution is to be "in manner and form following, that is to say, one-third part of the said surplusage to the wife of the intestate, and all the residue by equal portions to and amongst the children of such persons dying intestate and such persons as legally represent such children in case any of the said children be then dead," with a provision that in case of children having been advanced by portions in the lifetime of the intestate, their portions shall be brought into hotchpot. Section 6 provides "and in case there be no children, nor any legal representatives of them, then one moiety of the said estate to be allotted to the wife of the intestate, the residue of the said estate to be distributed equally to every of the next of kindred of the intestate who are in equal degree, and those who legally represent them." Section 7, says, "provided that there be no representatives admitted among collaterals after brother's and sister's children: and, in case there be no wife, then all the said estate to be distributed equally to and amongst the children: and, in case there be no child, then to the next of kindred in equal degree of or unto the intestate and their legal representatives as aforesaid, and in no other manner whatsoever." In the present case it was admitted by the counsel for the children of the son, who claimed a division *per capita*, that if there were descendants of an intestate of different degrees, such as grandchildren and great-grandchildren, the division must be *per stirpes*; but it was contended that, if the descendants were all in the same degree, the division must be *per capita*.

NORTH, J., held that the division must be *per stirpes*. He said that he was at first inclined to think that the rule was rightly stated in *Williams on Executors*, but on further consideration he had come to the conclusion that *Re Ross's Trusts* was an authority in favour of the contrary view. He understood the words "children's children," in section 3 of the statute,

to mean issue of children, and the section clearly distinguished between children and descendants of children, on the one hand, and next of kin, on the other hand. It had been long settled that the persons "who legally represent" children were their descendants in any degree. Shortly stated, the effect of section 5 was to give one-third of the estate to the wife of the intestate, and the other two-thirds to his children, and such persons as legally represented children, if any of the children were dead. Then section 6 provided for the case of there "being no children, nor any legal representatives of them"—i.e., no children living either themselves or in their descendants, and in that case half the estate was allotted to the wife, and the other half was "to be distributed equally to every of the next of kindred of the intestate who are in equal degree, and those who legally represent them." Then section 7 provided for the other possible case of there being children, but no wife. The proviso at the commencement of section 7 was really an appendix to both section 6 and section 7, and it would be better if the proviso were placed at the end of section 7 and the two sections read as one. In his lordship's opinion the words "in case there be no child" meant in case there were no child or children living in person or living in descendants, and "next of kindred" meant kindred exclusive of issue of the intestate. If there was no wife, the whole estate was to go to the children, in the same way as two-thirds of the estate was to go to them in case there was a wife to share with them. The words "equally to and amongst the children" were not intended to define exactly how the children were to take; the clause was a referential one, referring to what had been already directed in the case of children taking only two-thirds of the estate. The provision for the "next of kindred" was addressed merely to the case of there being no children living either themselves or in their descendants. If this view of the construction of the statute was correct, the decision in *Re Rose's Trusts* was directly in point, and it agreed with the opinion expressed by Lord Hardwick in *Lockyer v. Wade* (Barnardiston Chan. Rep. 444), a case the facts of which were similar to those of the present case.—COUNSEL, *Marcey; R. F. Norton; F. L. Wright; Bunting. SOLICITORS, Walker & Battiscombe.*

*Re BALKIS CONSOLIDATED CO.*—North, J., 13th January.

COMPANY—RECTIFICATION OF REGISTER OF SHAREHOLDERS—BLANK TRANSFER OF SHARES—OMISSION OF SEAL—"NON EST FACTUM."

The question in this case was whether a transfer of shares which was not sealed was a deed. A motion under section 35 of the Companies Act, 1862, was made by Leopold Lehmann to rectify the register of shareholders of the company, by entering in it his name as the holder of 455 shares standing in the name of Arnott. In April, 1887, Arnott deposited the certificates of the shares with his broker, Barnard, to secure the balance of his account, and at the same time signed and handed to Barnard a blank transfer of the shares. In June, 1887, Barnard filled up the blank transfer with the name of Lehmann as transferee, and deposited the certificates and the transfer with him as security for moneys borrowed. In October, 1887, Barnard sold the shares, and Lehmann executed the transfer as transferee, and sent it to the company's office for registration to enable Barnard to complete the sale. The company, meanwhile, had received notice from Arnott not to register any transfer of the shares, on the ground that his signature to the transfer had been improperly obtained. Shortly afterwards Arnott's solicitors gave notice to the company that the transfer had been executed by him in blank. The articles of association of the company required that transfers of shares should be made by deed. Arnott alleged that at the time of the deposit of the certificates and transfer with Lehmann there was nothing due to Barnard, and that he had no authority to pledge the shares. The original transfer being produced in court, it appeared that opposite to Arnott's name there was no seal, or wafer in the place of a seal, but merely a circle printed on the paper, enclosing the words "place for seal." The document was attested by Barnard's clerk as having been "signed, sealed, and delivered" in his presence by Arnott. No affidavit was made by the attesting witness; but Barnard made an affidavit that Arnott, in executing blank transfers, invariably put his finger on the place for the seal, and said, "I deliver this as my act and deed." Arnott denied that he invariably did so. On behalf of the applicant it was argued that, in order to constitute a "seal," it was not necessary that either wax or a wafer should be used; it was sufficient that there should be an intention to seal the document and deliver it as a deed. *Re Sandilands* (6 C. P. 411) was cited. On behalf of Arnott it was argued that the fact that a particular place was marked as "place for seal" shewed that the intention was that something in the nature of a seal should be placed there, and, this not having been done, the document had never been sealed, and did not constitute a deed.

North, J., said that he could not hold that the mere mark for the place in which the seal was to be put could supply the place of a seal, so as to make the document a deed; and he had not sufficient evidence before him to decide whether the transfer had been in any way sealed and delivered as the deed of Arnott. The application must be dismissed; but the question of costs would be reserved, in order to give the parties an opportunity of trying the question in an action.—COUNSEL, *Coxen-Hardy, Q.C., and Grosvenor Woods; Napier Higgins, Q.C., and Boone; Cookson, Q.C., and G. P. Macdonnell. SOLICITORS, Michael Abrahams & Co.; A. Pulbrook; Stretton, Hilliard, Dale, & Newman.*

*Re KERSHAW, DRAKE v. KERSHAW*—North, J., 16th January.

WILL—CONSTRUCTION—REQUEST OF LEASEHOLD HOUSE—SUBSEQUENT CONTRACT BY TESTATOR TO PURCHASE LEASEHOLD REVERSION—DEATH OF TESTATOR BEFORE COMPLETION OF CONTRACT—LIABILITY OF LEGATEE TO PAY PURCHASE-MONEY—40 & 41 VICT. c. 34, s. 1.

The question in this case was whether the Act 40 & 41 Vict. c. 34, which

was passed to amend Locke King's Act, applies to leaseholds. It was held by Jessel, M.R., in *Solomon v. Solomon* (33 L. J. Ch. 473), that section 1 of Locke King's Act (17 & 18 Vict. c. 113) did not apply to leaseholds, the words being "die seized or entitled to any estate or interest in any land or other hereditaments which shall, at the time of his death, be charged with, &c.," followed by the words "the heir or devisee to whom such land or hereditaments shall descend or be devised." This decision was followed by Hall, V.C., in *Re Wormsley's Estate* (4 Ch. D. 685). Section 1 of the Act 40 & 41 Vict. c. 34, which extends the former Act to the case of an intestate, contains the words "dying seized or possessed of or entitled to any land or other hereditaments of whatever tenure, &c. . . . and the devisee or legatee or heir shall not be entitled, &c." In the present case a testator, by his will, dated the 19th of November, 1884, bequeathed to his wife "the leasehold house in which I now reside." At the date of the will the testator was residing in a leasehold house. In February, 1887, he entered into a contract with his lessor to purchase the ground lease for £2,050. The purchase had not been completed when the testator died on the 3rd of March, 1887. His executors completed the purchase, and the question arose what interest the widow took under the bequest, and whether she was entitled to the leasehold interest which belonged to the testator at the date of his will, without performing the contract for the purchase of the leasehold reversion, or whether she was entitled to have that contract carried out for her benefit at the expense of the testator's estate.

North, J., held that all the testator's interest in the house passed to the widow, subject to her liability to pay the purchase-money herself. He was of opinion that section 1 of the Act 40 & 41 Vict. applied to leaseholds. The reason why it was held that section 1 of the Act 17 & 18 Vict. c. 113 did not apply to leaseholds was that the words "heir or devisee" alone were to be found in it. That reason did not apply to section 1 of the recent Act. It contained the words "of whatever tenure," followed by the words "devisee or legatee or heir." It would be too narrow a construction to hold that the word "legatee" meant only a legatee who took lands demised *pur autre vie*.—COUNSEL, *Phipson Beale; Everitt, Q.C., and Carson. SOLICITORS, Drake, Son, & Parton.*

HIGH COURT.—QUEEN'S BENCH DIVISION.

MEMBERY v. GREAT WESTERN RAILWAY CO.—13th January.

NEGLIGENCE—PLAINTIFF LAWFULLY ENGAGED ON DEFENDANT'S PREMISES—RISK VOLUNTARILY INCURRED.

This was a motion by the defendants to set aside a judgment ordered to be entered for the plaintiff by Manisty, J., at the trial, in accordance with the verdict of the jury. They also asked for a new trial, on the ground of misdirection. The action was for negligence. The plaintiff was in the employment of a man named Younghusband, who contracted with the defendants to supply men and horses for the work of shunting. The plaintiff was engaged in shunting a truck with a horse, and, while the truck was in motion, he began to uncouple the horse, when the horse knocked him against the buffers, and he fell under the truck and sustained great injuries. The negligence of which the plaintiff complained was that the defendants failed to supply him with a boy to assist him in the work of shunting, which, he alleged, they were bound to do under their contract with Younghusband. The defendants denied that they were under any duty so to supply the plaintiff with a boy. It appeared that up to 1877 a large number of boys had been employed by the defendants to assist in shunting in the yard in question, but in that year the number was diminished, and the plaintiff of late years had only occasionally had a boy to help him. He had frequently complained of not having a boy, and on the evening of the accident he had asked the foreman for one, and was told that he should have one as soon as one was disengaged. It further appeared that the way in which the plaintiff uncoupled the horse was the method usually adopted where a man was working without assistance. The jury found that there was negligence in the defendants, and that their negligence was the sole cause of the injury sustained. On the part of the defendants it was argued that the learned judge ought to have consulted the plaintiff or entered judgment for the defendants, on the ground that, according to the undisputed facts of the case, the accident had been caused solely by the plaintiff's omission to use reasonable care: *Dacey v. London and South-Western Railway Co.* (12 Q. B. D. 70). The plaintiff had been in the same employment for a long time, and had full knowledge of the danger of it, and he could not make the defendants liable for an injury arising from a danger to which he had voluntarily exposed himself: *Woodley v. Metropolitan District Railway Co.* (2 Ex. D. 384). The maxim *Volenti non fit injuria* applied. The question as to the voluntary nature of the act was not properly put to the jury. Secondly, there was no contract between the plaintiff and the defendants, and, therefore, the plaintiff was only in the position of an invited person, with a right to be protected against dangers of which he was ignorant, as in *Indermaur v. Dames* (15 W. R. 434, 2 C. P. 311). There was no absolute duty to protect such a person against danger (see judgment of Bowen, L.J., in *Thomas v. Quartermaine*, 15 Q. B. D. 685). In the absence of any contract, the cases only shewed that an injured person could complain where there was a defect in the premises, something in the nature of a trap. Here the complaint was that the defendants were working under a faulty system.

THE COURT (MATHEW and A. L. SMITH, JJ.), without calling on counsel for the plaintiff, dismissed the motion. MATHEW, J., said that there was evidence of negligence on the part of the defendants to go to the jury, and that the question of contributory negligence was also concluded by the verdict. Then the defendants relied on the maxim *Volenti non fit injuria*



and said that on the undisputed facts the plaintiff incurred the danger voluntarily. But it did not necessarily follow that, because a workman knew of a danger, and did not refuse to face it, he therefore voluntarily incurred it. The difference between *Woodley's case* and this was that there the plaintiff never protested, whereas here the plaintiff frequently protested. *Yarmouth v. France* (19 Q. B. D. 647) shewed that the question whether a plaintiff had voluntarily incurred danger was for the jury. Here the jury had answered that question in the plaintiff's favour. There was no reason for disturbing the verdict or the judgment. A. L. SMITH, J., said the defendants contended that, there being no contract between the plaintiff and the defendants, no action could be maintained, except in the case of some defect in the plant or machinery. He did not agree with that. In this respect *Woodley's case* was like the present; and there the defendants were held not liable only because the plaintiff voluntarily undertook the risk. Then it was said that here the plaintiff voluntarily undertook the risk. But that was a question for the jury: *Yarmouth v. France*. And the evidence here was not at all against the plaintiff. Therefore, there had been no misdirection.—COUNSEL, *Waddy, Q.C.*, and *Lynden Bell; Lookwood, Q.C.*, and *Digby*. SOLICITORS, *Edward Doyle & Sons; R. R. Nelson*.

LOUIS v. GUARDIANS OF MARYLEBONE—Q. B. Div. (Pollock, B., at Chambers), 18th January.

R. S. C. 1883, LXIV., 3.

The last day for pleading fell on Sunday. Judgment was signed in default of defence on Monday. On a summons before the master, the judgment was set aside, on the ground that the defendant was entitled, under ord. 64, r. 3, to the whole of Monday. On appeal,

POLLOCK, B., confirmed the master's order.—SOLICITORS FOR THE DEFENDANTS, *Clarkson, Greenwell, & Wyles*.

#### CASES AFFECTING SOLICITORS.

BURRELL v. MOSSOP—C. A. No. 1, 17th January.

SOLICITOR AND CLIENT—MONEY RECEIVED BY SOLICITOR WITHOUT THE KNOWLEDGE OF CLIENT—ACTION FOR MONEY HAD AND RECEIVED.

This was an action for money had and received. One Edward Burrell, the plaintiff's brother, died on the 29th of January, 1884, possessed, among other property, of a house, 38, Coleman-street, London, and the plaintiff succeeded to all his property. The defendant had acted as solicitor for Edward Burrell, and on the 31st of January, 1884, he wrote to the plaintiff, who was in New Zealand, informing him of his brother's death, and offering to look after his interests. The plaintiff, on receipt of this letter, telegraphed on the 18th of March to the defendant for money, and thereupon returned to England. It appeared that before Edward Burrell's death the house at 38, Coleman-street was without a tenant, and negotiations were in progress between Messrs. Jones, Lang, & Co., house agents, and one Thomas Bavin, on the footing that Bavin should have a lease of the house if his references proved satisfactory. After Edward Burrell's death, and upon the plaintiff's return to England, interviews took place between the plaintiff and the defendant (who acted as solicitor for the plaintiff) upon the subject of the lease, and in June, 1884, the plaintiff, in the defendant's presence, executed the lease to Bavin. The plaintiff subsequently discovered that the following transaction had been entered into between the defendant and Bavin on the 10th of February, 1884:—"In consideration of £50 this day paid to me by Mr. Thomas Bavin, I agree to pay to the said Mr. Thomas Bavin the sum of £100 if the heir-at-law of Mr. Edward Burrell, or his successor, does not execute the lease to Mr. Thomas Bavin of 38, Coleman-street within a reasonable time, such period not to exceed six months, unless the heir dies.—Chas. Mossop." The plaintiff thereupon brought this action to recover the sum of £50 as money had and received to his use. In the defendant's bill of costs against the plaintiff charges were made for work done as solicitor for the plaintiff shortly after Edward Burrell's death. The plaintiff contended that this was secret profit made by the solicitor in course of his employment as solicitor which his client was entitled to: *Tyrell v. Bank of London* (10 W. R. 359, 10 H. L. C. 26), *Williams v. Stevens* (15 W. R. 409, 1 P. C. 352), *Morrison v. Thompson* (22 W. R. 859, 9 Q. B. 480). The defendant contended that this was a mere bet which had nothing to do with his employment as solicitor, and was not in any sense a bribe; that it was made before he was retained as solicitor for the plaintiff; and that it had no influence upon the advice he gave his client as to the lease, the terms of the lease having been arranged in Edward Burrell's lifetime. Stephen, J., gave judgment for the defendant.

THE COURT allowed the appeal. Lord Esher, M.R., said that the negotiations with Edward Burrell during his life as to the lease of 38, Coleman-street were not concluded when he died; no binding agreement had been made. The defendant, who had acted as solicitor for Edward Burrell, wrote to the plaintiff offering to act for him. With that letter there seemed to have been, what was very usual, an offer of money to the plaintiff. The meaning of that was, that the defendant offered to act as the plaintiff's solicitor and agent, and that if the plaintiff accepted that offer the defendant would advance him some money. The plaintiff telegraphed back for money, shewing that he accepted the offer. The defendant, having made that offer on the 31st of January, considered himself as agent for the plaintiff and acted as such, for he resumed negotiations with Bavin. In the course of those negotiations he entered into the transaction in question. As solicitor for the plaintiff he was bound to give him the best advice and do the best he could for him. Before his offer to act

as solicitor had been accepted, he made what had been called "this bet," by which he got £50 into his hands upon the terms that if the lease was adopted he was to keep that sum. That was calculated to warp his advice to his client. His lordship did not believe that it did warp his advice, and thought that the defendant gave, and always intended to give, honest advice. There was no fraudulent design, but at the same time it was a most unprofessional thing to do. His lordship further thought that Bavin would not have made this bet with the defendant if the defendant had not been the solicitor for the plaintiff, and who therefore was in a position of power to advise the plaintiff to adopt the lease. Therefore this sum of money was a profit obtained by the defendant in consequence of his character as solicitor to the plaintiff, and was not disclosed to the plaintiff. That brought the case within the rule that an agent could not retain money so received as against his principal. Relieving the defendant from any charge of fraud or dishonesty, he had foolishly entered into this transaction, and he could not keep this money. Fry, L.J., concurred. He said that the solicitor entirely forgot the duties assumed by him towards his client, and which the court were in the habit of expecting from solicitors. This court would never allow a solicitor, except by the voluntary gift of the client, to derive any benefit from his advice to his client beyond his professional remuneration. It was immaterial whether the money was taken before or after the retainer, or whether it was taken under the form of a bet, a commission, or a bribe. Lopes, L.J., also agreed. All profits directly or indirectly made by a servant or agent in the course of his employment without the sanction of the master or principal belonged absolutely to the master or principal. Story on Agency, s. 211, said: "Indeed, it may be laid down as a general principle that, in all cases where a person is either actually or constructively an agent for other persons, all profits and advantages made by him in the business beyond his ordinary compensation are to be for the benefit of his employers." And, in *Paley on Principal and Agent*, p. 51: "Not only interest, but every other sort of profit or advantage clandestinely derived by an agent from dealing or speculating with his principal's effects, is the property of the latter, and must be accounted for." His lordship considered that Bavin paid the £50 to the defendant to make it worth the defendant's while to get the lease signed. It was profit coming to the hands of the defendant without the knowledge of the plaintiff in the course of his employment as the plaintiff's agent, it having been taken at a time when the defendant was in every respect acting as the plaintiff's solicitor.—COUNSEL, *Channell, Q.C.*, and *Probyn; J. Lawson Walton*. SOLICITORS, *Rollit & Sons; Mossop & Rolfe*.

#### SOLICITOR STRUCK OFF THE ROLLS.

JAN. 14.—HARRY SYDNEY HANCHETT RENNOLLS.

#### THE SOLICITOR-GENERAL ON THE AMALGAMATION OF THE TWO BRANCHES OF THE LEGAL PROFESSION.

ON Wednesday the Solicitor-General (Sir E. Clarke, Q.C., M.P.) presided at the annual dinner of the Birmingham Law Students' Society, at the Midland Hotel in that town. During the subsequent proceedings the hon. and learned gentleman addressed the assembled company on the proposed fusion of the two branches of the legal profession.

THE SOLICITOR-GENERAL said: I feel it a great honour to have been invited to fill the office of president of this society, but I should not have accepted the invitation if I had not believed that I should make the occasion of the delivery of my presidential address an opportunity of saying something which may be of real service to the great profession of which I am proud to belong. I have a great objection to merely formal and platitudinous discourses. If a speech does not contain something which it is worth while for the hearers to remember and discuss, it should not be made at all. And if I had not thought that I had something useful to say, I should not have been here this evening. But I look upon this as a fitting opportunity, for which I have long been waiting, for discussing the most important of all questions to the members of the profession of the law—that is, the question whether they shall continue to be divided into two separate branches or whether they should become one body, each member of which should be entitled to do any part of the work of the profession; and if he devoted himself to one special branch of that work, should be under no obligation to such a course other than the consideration of his own tastes, and qualifications, and interests. I have seen with some amusement an announcement in the newspapers that I was going to make a statement this evening as to the fusion of the two branches of the profession. Now, I have no statement to make except the expression of my own opinions, which I have held for twenty years, and which have been strengthened by every year's experience. I have never made any secret of these opinions, but I have not felt that I could usefully put them forward and defend them in public until now, when the position which I have the honour to hold, and the imminence of changes which seriously concern the fortunes of both branches of the profession, may obtain for the subject full and serious discussion. In what I say to you to-night I shall speak with perfect frankness both with respect to the bar, and to that which is called, and as things now stand is not unjustly called, the inferior branch of the profession. I do not doubt that every one of my listeners may hear something with which he does not agree, and which he may be inclined to resent. I cannot help it. If I said nothing which anybody disliked I should say nothing which anybody would find useful. I make no explanations or apologies; I only ask that

whatever you think of my observations, you will, at all events, believe that they are not made without full consideration and a most sincere belief that the change which I advocate is required both by the public interest and by the personal interest of the very large majority of the members of our great profession. I have said that in my judgment changes in the law are now imminent which make this matter of urgent importance to all who practise the legal calling; but, of course, the first question is what is the interest of the public at large. That should be our first consideration; and if we were disposed to forget or disregard it, a very little reflection would show us that this is a practical age, and that whether we like it or not, a Parliament which addresses itself to industrial and social reform will make short work of professional rules or the privileges of private institutions, however venerable, if they are found to hinder the attainment of an important public object. That object is the prompt and inexpensive administration of justice—civil, as well as criminal—and the enforceable obligation upon every one to whom the State grants the special privilege of practising in its courts to do to the best of his ability any work which he accepts payment for doing. In my belief, this object can be effected only by the fusion of both branches of our profession, and I wish to set before you this evening some of the reasons why I believe that change will not only produce great public benefit, but will raise the condition and improve the position of the whole profession. I address myself first to the interests of the public. Let us see how a private person, having ground of complaint, and desiring to enforce his rights by the law, is affected by the present system. He goes to his solicitor, and to him explains the whole case, and asks if he ought to bring an action. He is advised to do so, the writ is issued, and the action is launched. The pleadings, presenting no difficulty, are prepared in the solicitor's office. Summonses are heard at chambers, orders are made, and the solicitor, or a clerk who is always in communication with him, does the work. Then comes the trial. It may be that the case is sent down to the county court for trial. If so, the solicitor appears. He has his bundle of papers containing all the notes taken and all the suggestions made. He knows the whole case, and he conducts it in the court. But if the trial is in a superior court counsel has to be instructed. All the facts have to be set down in writing. All the proofs of witnesses must be written out with such fulness that a person who has never seen them, and who comes fresh to the case, shall know exactly what they can say in the matter. And then, in general, a very few observations are added by an industrious clerk, and off the draft goes to the law stationer. Upon paper of the most inconvenient size and shape the statement of facts, and pleadings, and correspondence, and the observations of the industrious clerk are fully written out in a big round hand. The observations are not very often read by any one after the first draft is made, but in they go at twopence halfpenny the folio for the draft, and fourpence the folio for each of the brief copies. And then, the counsel is instructed, brief fees are paid, and then, at an enormous cost, the knowledge which the solicitor has been conveyed to another person in order that he may put before the court the matters which, probably, the solicitor knows much better, and could explain just as well. In most cases the counsel is not the choice of the litigant, but is simply the counsel usually employed by the solicitor. Whether he performs his duty or neglects it, whether he does it well or ill, he is under no legal liability to the man by whom he is paid. The brief may not have told him all the facts, he may not have read it, he may be in another court when the case is being tried, but the client is absolutely in his hands, and cannot sustain any legal claim even for the return of the fees which have not been earned. This is a grievance of which much is made, and I will say another word about it. I believe the occurrence is one which happens but rarely. The habit, which I know at one time, and in a few cases, existed of leaders taking in briefs that were offered whether they had reason to believe they could attend to them or not, has now, so far as I know, disappeared. And I do not think there are many members of the bar who would hesitate to return a fee when they had done nothing in the conduct of the case. I said I believed the occasions were rare, and I think they are generally owing to the strange uncertainty of the arrangements for the trial of causes, or to the practice of a good many solicitors only to deliver their briefs upon the very eve of the trial. They are right, no doubt, when there is a chance of settlement to postpone as long as possible the heavy expenditure in fees—an expenditure a large part of which cannot be recovered from the opposite party; but when the brief is delivered at seven or eight o'clock in the evening to a counsel whose arrangements for the morrow are already made, and who, probably, has as much work to prepare as he can fairly do that night, it is not he who should be blamed when the case is called on the next morning if he has not fully mastered the case, or finds himself obliged to be in another court. However, as I said, I do not think this often happens. The greater grievance is that by the artificial rules the litigants are obliged to incur very heavy costs in order to have their case argued by counsel, who very often knows less of the matter than the solicitors who employ him, and does not argue it as well as they would. And there are two other classes of cases in which the grievance seems to me to be greater. Take the case of a quasi-criminal character, which is heard before justices or magistrates. There the case is argued on each side by solicitors who deal both with facts and law. Let an appeal go to quarter sessions, and there the disputants, who in most cases are men of slender means, must somehow find money, not only for the actual fees to counsel, but for the preparation of the costly briefs by which they are instructed. It is even worse in criminal cases. There the necessity for this duplication of parts is a very heavy burden on poor men who are accused. Nothing can ever put the rich man and the poor man actually on a level. The rich man will always have the abler counsel and more careful preparation; but it is a blot on the administration of justice, civil or criminal, if any rule or practice aggravates this inequality. There is

another matter I mention here, although, as you will see, it more directly relates to the interest of the younger members of the bar. The power to deal directly with the man who will actually conduct his case will give the litigant a much wider range of choice. He will not be practically compelled to take the counsel his solicitor chooses. He will go to the counsel whom he knows, or of whom he has heard, and the result will be that the really clever young man will find his merits much more promptly recognised. There is one objection which I have heard made, and which I notice here. It is said that solicitors are not trained to advocacy; that it is a very different thing in its nature, very different to the work of conducting the procedure of a case, and that the division of labour is a natural arrangement. I do not entirely accept this. But if the arrangement is a natural one, the fusion of the branches of our profession would not prevent it. There are now solicitors who would make good advocates. There are barristers who would do thoroughly well the solicitor's work; and by letting each do the work for which he was best fitted, we should give the litigant a larger area of choice, and save him from the useless burden of being bound to employ two persons instead of one. Just one further observation as to advocacy in our courts. It has been recently said by an experienced judge that "eloquence, either in prosecuting or defending prisoners, is almost unknown and unattempted at the bar." I should be very sorry to think this is true, and it is quite contrary to my own judgment. But the standard of oratory in our courts is certainly not a high one. Our Inns of Court, strangely enough, have no professor either of rhetoric or elocution, and young men appear to have the idea that the art of oratory comes by nature, and that it is the one art for which no training is required. And I fear there are very few members of the bar who have studied this most valuable and most lightly paid of all teachings of Aristotle, Cicero, and Quintilianus. I have not the slightest doubt that many solicitors would speak, and I know that in county courts they do speak, quite as well as the average member of the bar, and it is impossible that giving a wider choice of advocates should lower the standard of advocacy. The natural and the necessary result would be to raise it. I now turn to consider the matter from the point of view of the solicitor, and try to find myself in the situation of one who has been induced to choose that branch of the profession. I confess that to hear it called lower or inferior branch would be something of a trial. But considering that a larger knowledge of law is required from a solicitor on his admission than is even now demanded for admission to the bar; that a solicitor is called upon to pay a considerable sum each year for carrying on his profession; that he is bound to the exercise of reasonable skill in the practice of the law; that he is subject to the strict authority of the courts, and that any breach of professional duty or any serious offence against the laws is promptly punished by his suspension or his expulsion from the practice of his profession; it does seem strange there should be so enormous a disproportion between the rewards in emoluments and honour which are open to the members of the two branches of this learned profession. Let us look at the rewards which are open to the bar, and I, of course, confine myself to that of England. At this moment there are thirty-six men, each of whom receives not less than £5,000 a year, as holding, or having held, judicial office, or the post of a law officer. Of these, six have founded peerages, sixteen of the thirty-eight are members of the Privy Council, and besides that there are ten other Privy Counsellors who enjoy that honour by virtue of having held legal or judicial office. There is no ground for cavil at the number of the salaries of which I speak, or the honours which are granted. It is fitting that besides those who serve the office of Lord High Chancellor, the Lord Chief Justice, and the Master of the Rolls should be members of the House of Lords, and no one would doubt that they, and the Lords Justices of Appeal, are worthy to be sworn of Her Majesty's Privy Council. And the salary I have named is not sufficient to tempt men who are in the full course of success at the bar. I remember Lord Justice Thesiger telling me he gave up £7,000 a year when he accepted judicial office, and certainly the majority of those who accept judgeships suffer a loss of income by the change. For those who are not successful leaders there is some consolation in the fact that fifty-six county court judgeships, and twenty-three metropolitan magistracies, are open to them with a salary of £1,500 a year for each appointment. As compared with this, the solicitors' branch of our profession has no prospect of emolument or honour, except a few chief clerkships and taxing masterships in the Chancery Division, the knighthood of a town clerk when an exhibition is held, or the occasional baronetcy given to a successful election agent. I consider that, between the two branches of the legal profession, the disproportion in this respect is far too strongly marked, and that we should get stronger judges, and raise the tone of that part of the profession which is now so greatly disadvantaged, if those honours and rewards were open to their competition as well. There is only one other matter I mention from the solicitor's point of view. We hope, and believe, that the changes shortly to be made in the law will greatly simplify all conveyances, and will put an end to a great deal of the work that lawyers now have to do in tracing and verifying titles; and it seems only fair, if a portion of the solicitor's work is abolished by Act of Parliament, that he should be allowed to compete in departments which have hitherto been closed to him. But while I believe that, from the point of view of the public, and from the point of view of the solicitors, this change would be right and useful, my strongest reasons for desiring it is my interest in the fortunes of the members of the bar. I do not stop to consider the opinions of those whom I have mentioned as enjoying the prizes of the profession. Each of them, and I am one of them myself, has five thousand golden reasons every year for being entirely satisfied with things as they are. But the condition of the general body of the younger members of the bar is by no means satisfactory. The struggle of the man who comes to the bar without very powerful patrons to force him into practice has always been a very hard



one; but, I believe, it has become harder of late years. I know what the difficulties are, for I have seen too many men as capable of work, and as industrious as I, but without the good fortune that has helped me on, persevere for a time, making great sacrifices, enduring much disappointment, and forced at last to turn away from the practice of the profession in which they had hoped to win fame and fortune. Many go to the ranks of literature; others seek secretaryships or agencies, or some small appointment in our Colonial service. Others, again, having sacrificed some years of their lives in compulsory idleness, because no man gave them anything to do, turn away to the other branch of the profession, and, in so doing, abandon with a sigh all the generous ambitions with which they started of public service and of public honour. I have no patronage, whatever, in my gift as Solicitor-General; but it has been brought to my knowledge since I have held that post that the number of men who, having been some years at the bar, and fully qualified for its work, are despairing of ever making it a means of livelihood at all, is much larger than even I had believed it to be. And this state of things is likely to grow worse. Every change in the rules of procedure naturally gives the larger portion of the work to the solicitor, as the object of these rules, which they sometimes entirely defeat, is to render litigation less expensive. And there is another change in the law which cannot be far off, which would seriously affect the interests of the bar. At present, certain classes of actions cannot be instituted in the county court. Libel is one of them, and it is only necessary to look at the columns of the *Times* newspaper to see that the trial of libels, many of them of a frivolous character, occupies our judges during many days of their work. There is no reason why these actions should not be tried at the county court, and if that change were made, a very large class of work would be thrown open to the advocacy of solicitors, while no corresponding privilege would be given to the bar. The young man now coming to the bar, if he finds no clients to entrust him with briefs, can earn no money at all in his profession. If he were allowed to do solicitor's work, and receive solicitor's remuneration, he would almost certainly be able, if he had made himself known for his capacity and industry, to earn at least that small income which would enable him to wait patiently and safely for the opportunity of higher distinction. I must say I think the work of advocacy would be very often more thoroughly and intelligently performed if the advocate had closer practical knowledge of the conduct of the cause in its earlier stages, and a clearer appreciation of the importance and meaning of the different steps that have been taken. I have thus considered, from the point of view of the public, of solicitors, and of barristers, the question whether the fusion of the two branches of our craft would be an advantage, and my clear opinion is that it would be a benefit to all. I need hardly remind you that the system already exists in many places. The English barrister who goes to practise in the colonies, or in India, has to act both as solicitor and counsel, and finds no difficulty in doing so. Again, in the United States, the system has been long established; and while the incomes of the leaders of the legal profession there are not, I believe, inferior to those earned in this country, and the part taken by lawyers in public life is very considerable, all who have read the reports of legal proceedings in the United States recognise the ability of their advocates, and the sound learning which is found on their judicial bench. I hope I have satisfied some of you, at all events, that the change of system I am advocating is one which, for many reasons, it is desirable to effect. But I must, at the same time, say that it is not a simple matter, and that it involves so many questions, and touches so closely on the interests of both branches of the profession, that it could not be effected by a simple Act of Parliament of two clauses. To say by such an Act that our system should at once be changed, and that the members of either branch might henceforth exercise all the privileges and do all the work hitherto confined to the other, would be inflicting considerable injury on some members of the bar. There are those who are making moderate and steady incomes as counsel habitually employed by certain firms of solicitors. If the members of those firms were themselves able to come into court and carry cases through every stage, those members of the bar would suffer immediate loss, perhaps amounting to the destruction of their practice, and men no longer youthful could not undertake the unfamiliar work of that which has hitherto been exclusively the solicitor's part of the profession; and I think, apart from these considerations, that the passing of such a measure would be a crude, an undesirable way of endeavouring to effect the object. There are other subjects to be considered, and the matter of legal education is one of the most important. At present so far as the bar is concerned, it is left entirely to the Inns of Court and the committee jointly appointed by them. Now the Inns of Court are venerable and interesting institutions, but their staunchest admirer can hardly contend that they do any substantial work in the way of legal education. When I was called to the bar no knowledge of law was required from the applicant, nor was he required to pass any examination of any kind. It was enough that he should have attended a few lectures, or that he should have been recognised as a pupil for twelve months by some member of the bar. Things are a little better now, but it is hardly likely that the anomaly will long be allowed to continue that the admission to practise in courts of justice should lie practically in the discretion of the benchers of the different Inns, who are only anxious to attract members to the Inn to which they respectively belong; and are alike unable to enforce any real course of legal study, or to attract a sufficient number of real students even by offering substantial scholarships and prizes. I think that in these Inns of Court we have the material for a much better system. Let the whole profession be one body, alike in the requirements of education, alike in its privileges, alike in its opportunities for the achievement of public distinction and the obtaining of professional rewards; and the Inns of Court, with their stately halls, their most excellent libraries, and the large resources they possess, might fitly be the colleges in which the work of a real

legal education could be carried on. To effect this change it would be necessary to consider the conciliating of many antagonisms, the conquering of many prejudices; but I am persuaded it would be to the advantage of the whole profession, and would directly serve public interests; and therefore I have made it my business to advocate it to you to-night under circumstances which may perhaps bring its importance plainly and clearly to the attention of those by whom it can be adequately discussed, and through whose influence a change must, if at all, be made.

## LAW SOCIETIES.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the Board of Directors of this Association, was held at the Law Institution, Chancery-lane, London, on Wednesday, the 18th inst., Mr. Henry Roscoe in the chair. The other directors present were—Messrs. W. Beriah Brook, G. Burrow Gregory, Edwin Hedger, J. H. Kaye, R. Pennington, R. Pidcock (Woolwich), J. Anderson Rose, Sidney Smith, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £148 was distributed in grants of relief. Seven new members were admitted to the association, and other general business was transacted.

### THE YORKSHIRE LAW SOCIETIES.

A meeting of representatives from the Yorkshire Law Societies was held at the Sessions House, Wakefield, on the 16th inst., to consider the question of Land Transfer, and the probable re-introduction into Parliament, in the approaching session, of the Government's Land Transfer Bill of 1887. There were present: Mr. R. Ernest Langhorne (president of the Wakefield Incorporated Law Society) took the chair; Messrs. W. H. Cobb, F. J. Munby (Yorkshire Law Society); T. Priestman, C. F. Shackles, H. C. Lambert (Hull Incorporated Law Society); S. Learoyd, H. Barker (Huddersfield Incorporated Law Society); C. M. Wilson, B. Wake, H. Bramley, H. Ashington (Sheffield Incorporated Law Society); J. E. Booth, A. A. Betts, F. Johnson (Bradford Incorporated Law Society); S. J. Chadwick, L. W. Taylor (Dewsbury and District Incorporated Law Society); W. L. Williams, and H. Beaumont (Wakefield Incorporated Law Society). The following other gentlemen, not members of the deputation, were present:—Messrs. W. H. B. Atkinson (Pontefract); P. Barratt, T. Burton, W. V. Dixon, B. Edmondson, J. R. W. Eldridge, C. B. L. Fernandez, W. F. L. Horne, W. Lister, G. Mander, J. R. Otley, H. Platts, T. Senior, J. Scott (Wakefield Incorporated Law Society); and A. W. Stanfield, barrister-at-law.

The CHAIRMAN having offered the members a hearty welcome to the town, and invited them to lunch with the members of the Wakefield Society, opened the meeting with a short address, and called upon Mr. Learoyd, of the Huddersfield Society, at whose suggestion the meeting had been called, to state the objects that that society had in view.

Mr. LEAROLD thereupon, in an exhaustive speech, expressed the opinions of his society to the following effect, which met with the general approval of the meeting:—1. That the Bill as before Parliament last session would be almost unworkable. 2. That it would materially increase the cost of selling and purchasing land. 3. That the whole scheme of the Government, including the rules and scale of fees, should be laid before the public with the Bill. 4. That, so far as Yorkshire was concerned (for which county two amending Acts had so recently been passed, and where the system of registration of assurances is working so well and satisfactorily), it is inexpedient to disturb the existing order of things, unless it can be satisfactorily shown that another system will work as well and more cheaply. 5. That the recent alterations in the law and fixing of fees for conveyancing business, with the abolition of entail, limitation of powers of settlement, and assimilation of the laws of descent of realty and personalty, will do more to simplify and cheapen the cost of land transfer than the establishment of a land registry.

Mr. COBB, Mr. WAKE, Mr. WILSON, and Mr. BRAMLEY, having addressed the meeting, it was urged by several speakers that the present Yorkshire registration system is simple, cheap, and very advantageous; and the feeling of the meeting was that the Incorporated Law Society of the United Kingdom should be asked to call a joint meeting of London and Provincial Societies to discuss the matter.

Mr. ASHINGTON stated that there was a general opinion that a Land Transfer Bill, in some form, was sure to pass through Parliament, and that looking at the matter from a purely professional point of view, it would be to the interest of the profession to encourage rather than discourage it, for if one door were shut six others would be opened by the proposed legislation, whereby costs and expenses would be increased; but the profession would not encourage any such scheme, and that if a Bill is inevitable it must be made as little likely to do mischief to the public and solicitors' clients as it is possible to make it.

Other members of the deputations addressed the meeting, all agreeing that the Bill would not effect the simplifying and cheapening of the transfer of land, and that the recent alterations in the law had not had time for their effect to be generally felt.

Mr. SENIOR pointed out that the question was not one of registration of titles on the one hand against registration of assurances on the other, but rather whether registration of titles and a system of officialism, with its delays, annoyances, and increased expense, should be substituted for the present system of conveyancing, namely—Transfer of land by deeds of assurance, which now are short, simple, and cheap; and the speaker added

that, as time passes and the effect of Lord Cairns' recent legislation is more felt and appreciated, deeds of assurance of realty will become still shorter and simpler.

The CHAIRMAN then proposed, Mr. LEAROYD seconded, and it was carried unanimously:—"That this meeting is of opinion that the Government Bill for the registry of titles, of last session, is likely to largely increase the cost of conveyancing, and that, having regard to the efficient working of the registry of deeds, as at present in actual operation in Yorkshire, a registry of assurances, as applying to the country generally, is to be preferred to a registry of titles, as proposed by the Bill."

Mr. LEAROYD then proposed, Mr. WAKE seconded, and it was resolved:—"That the public and the profession ought not to be asked to consider the Bill until the rules and scale of charges are brought forward, and the whole scheme thus presented as part of the Bill."

Mr. BRAUMONT then proposed, Mr. CHADWICK seconded, and it was unanimously resolved:—"That, in the opinion of this meeting, it is considered essential that the Incorporated Law Society of the United Kingdom should co-operate with the local societies of the country, and that a joint meeting should be held to consider the 'Land Transfer Bill,' as soon as the Bill is laid before Parliament, and determine as to the action to be taken upon it; and that this meeting offers its hearty co-operation with any combined organisation that may be formed to watch the measure in its passage through Parliament."

Mr. BOOTH proposed, Mr. BRAMLEY seconded, and it was resolved:—"That a Committee of Yorkshire Law Societies (consisting of one representative from each society, to be nominated by such society) be formed to carry out the objects of this meeting, to act upon the resolutions passed, and to take such other action in the matter as such committee may consider necessary; the expenses of such committee to be contributed, in fair and just proportions, by the societies represented on such committee."

Mr. PRIESTMAN proposed, Mr. BOOTH seconded, and it was carried:—"That the thanks of the meeting be tendered to the chairman for his services in the chair, and to him and the other members of the Wakefield Society for the arrangements made for the reception and entertainment of the members of the deputations."

## LAW STUDENTS' JOURNAL.

### THE FINAL EXAMINATION.

We gave in our last issue some account of the questions set in conveyancing and equity at the recent final examination, and the remaining papers will now be shortly noticed. The third paper consisted of common law and bankruptcy, eleven questions being appropriated to the former and four to the latter. Of the common law questions, six were devoted to practice, which were well chosen, the other five were almost entirely from the law of contract. The remaining four were on leading and striking features of the present law of bankruptcy, and we observe nothing that any fairly-prepared candidate could complain about. A similar remark applies to the questions set in probate, divorce, admiralty, and criminal law, though perhaps it is a little unfair to ask what term of punishment is affixed to certain offences such as abortion and those against the Railways Clauses Consolidation Acts.

On reviewing the papers we consider that, for purposes of a pass examination merely, students might profitably read the following works:—

Conveyancing.—Goodeve's Real Property, Williams' Personal Property, Dissertations in Pridesaux's Precedents, Halliday's Conveyancing, and, as a further work, Gibson's Conveyancing.

Equity.—Snell's Principles and Brett's Leading Cases in Modern Equity.

Common Law.—Indermaur's Principles and Shirley's Leading Cases.

Practice.—Indermaur's Manual of Practice, or Gibson's, the former is preferable unless the candidate has ample time, as the latter is somewhat overlaid with cases, at any rate for the purposes of the recent examination.

Probate, Divorce, and Admiralty.—Mr. Gibson's work is most convenient, as the three subjects are well dealt with in one volume, although Harrison's Probate, &c., and Smith's Admiralty might equally answer the purpose.

Mr. Eustace Smith's Summary of Ecclesiastical Law is amply sufficient for the one question set in this subject.

In Criminal, Law Harris's Principles is the best book we can suggest, and in Bankruptcy, perhaps Ringwood.

### THE INTERMEDIATE EXAMINATION.

The intermediate as a whole is, of course, easier than the final, although very often questions appear which men up for the latter who have neglected to refresh their memory by reviewing Stephen's Commentaries would fail to answer. How many of them could give an explanation of *reditus albi et nigri*, as intermediate men were recently asked to do? However, the recent examination does not present many features of this kind, although, perhaps, all could not give any lengthy explanation of the tenure of frankalmoign (Q. 2.) Heads I. and II. are very good papers to test articulated clerks up for an intermediate examination. In Head III. "Mention some of the books in which Roman Canon Law is contained," seems rather unreasonable, as many a man may very excusably get muddled between the extravagantes, decretes, and decretals of John, Gregory, and Gratian, as they merely represent to him bare names.

Question 29—"What are the provisions of the Judicature Acts with respect to interpleader and the present practice with regard to it?"—is rather extensive. On the whole, the papers seem well adapted for the requirements of an examination of an intermediate character.

### CHANGES IN THE BAR EXAMINATIONS.

The Council of Legal Education have added as a necessary subject in common law, Smith's Landlord and Tenant, and in equity, Charities and Mortmain give way to Specific Performance. At the recent examination only 18 per cent. failed, a result which can occasion no surprise, considering the fact that the papers were very easy, and many of those who passed had merely to qualify in one or two subjects. It is remarkable that the council should allow candidates to pass the examination in bits. We know it is only a privilege, but it tends to become abused; candidates theoretically taking up all the subjects, but merely concentrating their attention on one or two of the subjects, and then, having disposed of those, passing in the others at a subsequent examination. Surely the examination is not merely to test the student's knowledge in the three specific subjects, but also to determine, as far as an examination can, whether or not he is a capable man; this can only be done by testing if his mind is capable of carrying a certain amount at once, and whether he is able to manage himself so as to bring his knowledge to bear effectively within a few hours. We trust some reform may shortly be made in this respect, unless the examination is to become a laughing stock.

### "CONTEMPT OF COURT."

THE *Birmingham Daily Post* gives the following account of a scene which occurred at a sitting of the county court at Newcastle-under-Lyme on Wednesday. It arose out of an application made by Mr. W. Turner, solicitor, Newcastle, for a new trial to be granted in respect of an action tried by a jury at the previous court, in which Mr. Turner was the defendant, and Mrs. Amy Madders, of Audley, a client of his, the plaintiff. It was a peculiar action, the plaintiff's case being that she paid £10 to Mr. Turner for the express purpose of obtaining counsel's opinion as to a claim she was making in respect of some property, Mr. Turner acting for her as solicitor in the business. Counsel's opinion was not obtained, and hence the action. Mr. Turner's defence was that the £10 was paid on account of the costs due to him. The jury decided that the money was specifically paid for the purpose of obtaining counsel's opinion, and, as a consequence, judgment was entered for the plaintiff.

Mr. TURNER now applied to Judge Jordan to grant a new trial, on the ground that he had evidence to show that the money was actually paid to him on account of the costs, and that he was taken by surprise at the last hearing as to the nature of the claim, and was then unprepared to produce *contra* evidence. He thought the receipt he produced, showing that the money was paid on account of costs, would have satisfied the jury. The plaintiff had said that she could not write and could not read the receipt which had been produced showing that the money was paid on account of costs. He could prove that she had since admitted that she could read and write a little, and that she signed certain documents in the presence of his clerk. The matter affected his professional reputation, and was, therefore, most important to him.

His HONOUR remarked that it would be a positive injustice to grant a new trial after the finding of the jury upon a very serious issue of fact. Mr. Turner was one of those persons who thought no action should be decided against him.

Mr. TURNER protested against that remark of the judge, and said that at the present time he had issued a summons against Mrs. Madders for perjury.

His HONOUR said he might now say that if the matter had been left to him he should have found the same judgment as the jury did. He held that the defendant got the £10 on the pretence of obtaining the opinion of Queen's Counsel, which he did not get.

Mr. TURNER: I say that is a most unjust remark.

The JUDGE: I fine you £5, sir, or six days. This is a gross contempt of court.

Mr. TURNER: Very well, sir, I will go.

The JUDGE: This fine must be inflicted. It is a contempt of court. You have no right, and no man has any right, to tell me it is a very unjust remark. Officer, he must not leave the court without paying the fine. A warrant must be made out to commit him to Stafford if the money is not paid.

Mr. TURNER declared that he would not pay, and the ordinary business of the court was proceeded with at the close of this unusual scene. Later in the day,

His HONOUR, addressing Mr. Turner, said: Now, sir, you insulted me publicly in this court, and if you apologise publicly I will not issue the warrant to send you to Stafford.

Mr. TURNER said he was much obliged; his remarks were made in great heat and haste, but they were consequent upon some very severe remarks—

His HONOUR: Nothing can justify a solicitor in publicly insulting a judge upon the bench.

Mr. TURNER said he thought his remarks were called for after the strong remarks by his Honour, having a tendency to injure his character.

His HONOUR: Well, either apologise or don't; I do not care which.



Mr. TURNER: I feel I cannot, under the circumstances, do so, although I extremely regret that the thing should have occurred.

His HONOUR: Then you must go. I will allow neither you nor any solicitor to insult me upon the bench wherever I sit.

Mr. TURNER was then removed in custody by Mr. W. H. Dutton, high bailiff.

## LEGAL NEWS.

### OBITUARY.

\* \* With reference to our obituary notice of the late Mr. Isaac Purton, of Great Yarmouth, which appeared in our issue of the 24th of December, 1887, we are requested to correct a mistake therein. The deceased left no son. Mr. Isaac Purton, jun., therein referred to, was a nephew of the deceased, and in no way connected with him in business.

### APPOINTMENTS.

Mr. ROBERT DAVIS MADDISON, solicitor, of Barnaley, has been appointed Consul at that place for the United States of America. Mr. Maddison was admitted a solicitor in 1876.

Mr. ALBERT EDWARD PHIPPS, solicitor, of Northampton, has been appointed Clerk to the Governors of St. John's Hospital, Northampton. Mr. Phipps was admitted a solicitor in 1886.

The Right Hon. JOHN GEORGE GIBSON, Q.C., M.P., has been appointed a Judge of the Queen's Bench Division in Ireland, in succession to the late Mr. Justice Lawson. Mr. Justice Gibson is the son of Mr. William Gibson, of Rockforest, Tipperary, and younger brother of Lord Ashbourne. He was born in 1846, and he was educated at Trinity College, Dublin. He was called to the bar in Ireland in 1870, and he formerly practised on the Leinster Circuit. He became a Queen's Counsel in 1880, and a Serjeant-at-Law in June, 1885. He was Solicitor-General for Ireland from November, 1885, till January, 1886, and he was re-appointed in July, 1886. He was appointed Attorney-General and a Privy Councillor for Ireland in June last. He is Chancellor of the Diocese of Killaloe.

Mr. ALFRED POPE, solicitor, of Dorchester, has been appointed a Magistrate for Dorsetshire. Mr. Pope was admitted a solicitor in 1867. He was for several years treasurer and honorary secretary to the Dorsetshire Law Society, but he retired from practice about three years ago. He was elected Mayor of Dorchester in 1886.

Mr. JOHN HOPE FINLAY, solicitor (of the firm of Pearson, Robertson, & Finlay), of Edinburgh, has been appointed Keeper of the General Register of Sasines in Scotland, in succession to Mr. John Clerk Brodie, resigned.

Mr. JOHN ESTILL, solicitor, of Malton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. PETER O'BRIEN, Q.C., Solicitor-General for Ireland, who succeeds Mr. Justice Gibson as Attorney-General, was called to the bar in Ireland in 1865. He formerly practised on the Munster Circuit, and he became a Queen's Counsel in 1880 and a Serjeant-at-Law in 1885. He was appointed Solicitor-General for Ireland in June, 1887.

Sergeant DODGSON HAMILTON MADDEN, M.P., who succeeds Mr. O'Brien as Solicitor-General for Ireland, was educated at Trinity College, Dublin. He was called to the bar in Ireland in 1864, and he has practised on the Leinster Circuit. He became a Queen's Counsel in 1880. He became a Serjeant-at-Law in June last, and he was shortly afterwards elected M.P. for the University of Dublin in the Conservative interest.

Mr. JOHN WILLIAM PHILLIPS, solicitor (of the firm of Messrs. Phillips & Carr), of 13, Old-square, Birmingham, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Phillips was admitted in 1881.

Mr. HUGH S. WINTER, solicitor, of 1, Stone-buildings, Lincoln's-inn, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Winter, after having taken honours, was admitted a solicitor in 1880.

Mr. Justice KAY has been elected Treasurer of Lincoln's-inn for the present year, in place of Mr. Edward Kent Karlake, Q.C., who has resigned the office, in consequence of having met with an accident.

### CHANGES IN PARTNERSHIPS.

#### DISSOLUTION.

ROBERT ARTHUR WARD and WILLIAM WEED, solicitors (Ward & Weed), Maidenhead, Berks. Dec. 31. [Gazette, Jan. 13.]

#### GENERAL.

A "Sheriff" writing to the *Times* on the new circuit arrangements, says:—"I read of and hear many complaints about the new assize arrangements, chiefly from chairmen of quarter sessions. But, as matters now stand, there will also be many complaints from the high sheriffs of counties, for, as far I can learn, nobody seems to know with any certainty whether in certain counties the present high sheriffs or their successors will be in office at the time of the first assize under the new order, and consequently both the outgoing and the incoming sheriff will have to be prepared to act as such, to the unnecessary expense of one or other."

On the 13th inst., Mr. Justice Kay said it might be convenient to the bar to state that during Mr. Justice Stirling's absence, he proposed to take the Saturday's business in the following order:—First, his (Mr. Justice Kay's) unopposed petitions and short causes, then Mr. Justice Stirling's business of the same class; then his (Mr. Justice Kay's) opposed petitions, and then Mr. Justice Stirling's unopposed petitions.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., Jan. 23	Mr. Pemberton	Mr. Koe	Mr. Lavin	Mr. Carrington
Tuesday ... 24	Ward	Clowes	Pugh	Jackson
Wednesday ... 25	Clowes	Koe	Lavin	Carrington
Thursday ... 26	Koe	Clowes	Pugh	Jackson
Friday ... 27	Jackson	Koe	Lavin	Carrington
Saturday ... 28	Carrington	Clowes	Pugh	Jackson
		Mr. Justice STIRLING.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.
Monday, January ... 23	Mr. Godfrey	Mr. Ward	Mr. Leach	
Tuesday ... 24	Rolt	Pemberton	Beal	
Wednesday ... 25	Godfrey	Ward	Leach	
Thursday ... 26	Rolt	Pemberton	Beal	
Friday ... 27	Godfrey	Ward	Leach	
Saturday ... 28	Rolt	Pemberton	Beal	

### COURT OF APPEAL.

#### HILARY SITTINGS, 1888.

(Continued from p. 173.)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

For Hearing.

(General List)

1887.

The Ross Improvement Commrs v Usborne app of pils from judgt of Mr Justice Stirling, dated 10 March, 1887 Oct 25  
Morgatroyd v Nicholson app of pils from judgt of Mr Justice North, dated 19 May, 1887 Nov 2  
In re Edw Knight, dec Knight v Gardner app of Richard Knight (claiming as heir-at-law of E Knight, dec) from order of Mr Justice Kay on fur con, varying certificate, dated 19 July, 1887 Nov 3  
The Native Guano Co, ld v The Sewage Manure Co app of pils from judgt of Mr Justice Kay, dated 16 June, 1887 Nov 9  
Henderson v The Gas Appliances Co, ld app of dfts from judgt of Mr Justice Kekewich, dated 28 Oct Nov 16  
Maciver v Gray Hill app of pils from judgment of Mr Justice Stirling, dated Nov 8 Nov 23  
(Construction of Marriage Settlement) Hancock v Hancock (petition of M R Brown) app of Mary R Brown from order of Mr Justice North on pils dated Nov 7 Nov 26  
Sutton (admr, &c) v Town app of pils from order of Mr Justice Chitty dismissing originating summons dated 9 Nov Nov 28 (security ordered)  
In re George A Galland, dec Lidiard v Galland app of pils from order of Mr Justice Chitty, dated Nov 8, declaring testator's sisters entitled to share in real estate Nov 28  
(Construction of Will) In re Wm Nunn, dec Nunn v Nunn app of the Rev T P Nunn from order of Mr Justice Kay, dated July 9 Nov 30 (leave given to appeal Nov 23)  
Selwyn (extrix) v Garfit app of dft Frances Garfit from judgt of Mr Justice Kay, dated 28 Oct Dec 1  
Ingham v Crossley app of dfts from order of Mr Justice Kay on originating summons, dated Aug 2 Dec 6  
Gosnell (trading, &c) v Bishop (trading, &c) app of pils from judgt of Mr Justice Kekewich, dated 19 Nov Dec 6  
Birmingham, Dudley, and District Bkng Co, ld v Ross, jun app of pils from judgt of Mr Justice Kekewich, dated 19 Nov Dec 6  
Foster v Wheeler (now Cancellor) app of dft from judgt of Mr Justice Kekewich, dated 12 Aug Dec 6  
In re Joseph Wright & Co, ld & Co's Acts, Expte Joseph Wright and Wife app of Joseph Wright & Wife (Debenture Holders) from refusal of Mr Justice Chitty, dated Nov 11, of application for payment of Debentures Dec 7  
Waite v Morland app of dfts S M A Finney from refusal of Mr Justice Kay dated 26 Nov, of order on pils Dec 7  
Feden v Tolpatt app of dft from judgt of Mr Justice Kekewich, dated 11 Nov Dec 12  
In re Howatson Patent Furnace Co, ld and Co's Acts app of J D Gibbs from refusal of Mr Justice Kay, dated 10 Nov, to vary the Chief Clerk's certificate as to value of shares of allotment Dec 14  
In re W B Butler, dec Hughes v Anderson app of dfts from judgt of Mr Justice North in Chambers, dated 17 Nov, on originating summons Dec 14  
The London & Westminster Bank, ld v Turquand app of dft Harriet Daner & anr from judgt of Mr Justice Kekewich, dated May 10 Dec 19  
In re Lord Henry Paulet, dec Marquis of Winchester, dec, & ors v Goodden app of Marquis of Winchester from order of Mr Justice Stirling, dated Dec 3, on originating summons Dec 20  
In re Joseph Wright & Co, ld, & Co's Acts, Expte Joseph Wright and Wife from refusal of Mr Justice Chitty, dated Dec 9, to declare priority of applicant's debentures and direct payment Dec 24  
In re Jno Brogden, dec Billing v Brogden app of dft Samuel Brogden from judgt of Mr Justice North, dated Nov 11 Dec 24  
In re Henry Dover, dec Boney v Black app of pils from Mr Justice Chitty, dated Nov 21, refusing administration by exor of beneficiary as against admx Dec 24  
Britain v Pritchard app of pils from judgment of Mr Justice North dismissing action, dated Dec 8 Dec 28  
Stannaries Court of Cornwall In re the West Devon Great Consols Mine & Co's Acts app of K H Ballairs & ors (contributions) from order of the Vice-Warden, dated Oct 21, allowing claims of Kerly & ors Dec 31  
1888.  
Siddall v Vicars, Son, & Co, ld app of dfts from judgt of Mr Justice Kekewich, dated Dec 21 Jan 2  
In re the Paper Bottle Co, ld, & Co's Acts Ex parte F A Cooper app of F A Cooper from Mr Justice North refusing to rectify register of members by removal of name Jan 2

Appeals from the County Palatine Court of Lancaster.  
From Interlocutory Orders.

1887.  
Peile v Stokes app of Eliza Serjeantson and ora from refusal of the Vice-Chancellor to stay proceedings in action, dated Nov 22 Dec 1  
1888.  
In re Hugh Yates, dec Batchelor v Yates Batchelor v Yates app of p'ts & receiver from the Vice-Chancellor, dated Nov 28, refusing order for delivery of mortgaged property to receiver Jan 2

From Final Orders and Judgments.

1887.  
In re W Carruthers, dec Carruthers v Carruthers app of p't from refusal of the Vice-Chancellor, dated 5 April, to vary Registrar's certificate April 27  
In re Liverpool Victoria Loan and Banking Co, ld & Co's Acts and Lancaster Act's app of the Co from order of the Vice-Chancellor, dated 23 Aug for winding up Co Sept 21  
In re the Industry Cotton Spinning Co, ld, Lancaster Acts and Co's Acts Ex parte Exors of Mr Charlesworth, dec app of provisional liquidator from order of the Vice-Chancellor dated Nov 1 Nov 12  
Abitainer v Barrow Hematite Steel Co, ld app of p'ts from judgment of the Vice-Chancellor, dated Aug 3 Dec 12  
In re a Contract dated Feb 19, 1887, between Walter Dillon & anr of one part, and Alfred Wenner of other part, and V & P Act, 1874 app of from order of the Vice-Chancellor, dated Aug 12 Dec 19  
N.B.—The County Palatine Appeals as the dates of setting down are reached in the General and Separate Lists are set aside and taken on the first Thursday in every Sitting, and afterwards on the first Thursday in the following months during the Sittings.  
N.B.—During Hilary Sittings Palatine Appeals (if any reached) will be taken on the following days, viz:—  
Thursday, January 12.  
Thursday, February 2.  
Thursday, March 1.

FROM THE QUEEN'S BENCH AND PROBATE, DIVORCE, AND ADMIRALTY (ADMIRALTY) DIVISIONS.  
For Hearing.

1887.  
Jones v Greenwood app of debt from judgment of Mr Justice Grantham at trial in Middlesex without a jury dismissing counter claim June 20  
Stevens v Bishop, surveyor of taxes (Q B Revenue Side) app of Solicitor of Island Revenue from judgment of Justices A L Smith and Grantham on case stated by Income Tax Commissioners June 22  
Stokes v Latham app of p't from judgment of Mr Justice Grove at trial in Middlesex without a jury June 23  
Reeve v Berridge app of p't from judgment of Mr Justice Stephen at trial in Middlesex without a jury June 25  
Preston v Cleveland Extension Mineral Ry Co Cleveland Extension Mineral Ry Co v Preston app of p't Preston from judgment of Justices Mathew and Cave on special case, July 1  
Corpn of Trinity House, Deptford, Strand v Neptune Steam Navigation Co, ld (Q B Crown Side) app of Neptune Co from judgment of Lord Chief Justice and Mr Justice Day, on special case stated by magistrate July 4  
Hughes (on behalf of Liverpool Pilot-) v Mersey Docks and Harbour Bd app of debt from judgment of Mr Justice Wills at trial at Liverpool without a jury July 4  
Tunnicliffe & Co v Birkdale Overseers and Ormskirk Union Assessment Committee (Q B Crown Side) app of Tunnicliffe and Co from judgment of Justices Day & Wills on special case affirming assessment of a r-formatory July 4  
Moat v Roberts app of debt from judgment of Mr Justice Wills at trial in Middlesex without a jury July 5 (Security ordered July 27)  
Ledao & Co v Ward & Co app of debt (except Hedley) from judgment of Mr Justice Denman at trial in Middlesex without a jury July 7  
Snaw, Savill, & Albion Co, ld v New Zealand Shipping Co, ll app of debt from judgment of Mr Justice Mathew at trial in Middlesex without a jury July 7  
In re an Arbitration between Messrs Holiday & Co & Mayr, & Co, of Walsall app of Corpn of Walsall from judgment of Justices Mathew & Cave on special case July 8  
In re Duty on Estate of the Institution of Civil Engineers (Q B Revenue Side) app of Secretary of Institution from judgment of Lord Chief Justice & Mr Justice Field affirming duty July 9  
Byrd v Tovill Paper Co, ll app of p't from judgment of Mr Justice Stephen at trial in Middlesex without a jury July 11  
Mayor, & Co, of Bury v Lancs & Yorks Ry Co app of debt from judgment of Justices Mathew & Cave on special case July 13  
Bromley & Co v Nethersea Colliery Co (Q B Crown Side) app of debt from Justices Stephen & Wills affirming judgment of County Court Judge July 19  
Bourne & Co v Nethersea Colliery Co (Q B Crown Side) app of debt from Justices Stephen & Wills affirming judgment of County Court Judge July 19  
Peach v Bradley app of debt from judgment of Mr Justice Grantham at trial without a jury July 19  
London Founders' Assn, ld, & anr v Clarke app of p't W H Palmer from judgment of Mr Justice Stephen at trial in Middlesex without a jury July 20  
Gifford & Co v Mayor, & Co, of Wolverhampton app of debt from order of Justices Field and Buit on motion for judgment restraining discharge of so sage into Pendeford Brook July 26  
Lanfear v Hanbury app of debt from order of Justices Field and Wills on m'tas for judgment directing entry of judgment for p't upon referee's report Lanfear v Hanbury app of debt from Justices Field and Wills refusing m'tas to vary referee's report July 27  
In re Petition of Right (removal of telegraph poles) Great Western Ry Co v The Queen app of Gt Western Ry Co from judgment of Justices Wills and Grantham on special case July 28  
Daniell and anr v Rhoderin Tin Plate Co, and in an issue between Daniell & anr v Lister app of p'ts from judgment of Baron Pollock at trial in Middlesex without a jury July 29  
Werle & Co v Colquhoun, surveyor of taxes (Q B Revenue Side) app of Werle & Co from judgment of Lord Chief Justice and Mr Justice Field on case stated by Income Tax Commissioners July 29  
Johnson v North-Eastern Ry Co app of debt from judgment of Mr Justice Day at trial at Manchester without a jury Aug 4

Hornby v Silvester app of p't from judgment of Justices Mathew and Cave on special case as to validity of award of value Aug 4  
Styles (surveyor of taxes) v New York Life Insurance Co (Q B Revenue Side) app of surveyor from judgment of Justices Stephen and Wills on case stated by Income Tax Commissioners Aug 5  
Colquhoun (surveyor of taxes) v Brooks (Q B Revenue Side) app of debt Brooks from judgment of Justices Stephen and Wills (dis) on case stated by Income Tax Commissioners Aug 9  
Jao Lancaster & Co, ld, v Lancaster, Speir, & Co app of debt from judgment of Baron Huddleston at trial at Monmouth Aug 16  
Ship Baron Aberdare McCunn v London and St Katherine Docks Co app of debt from judgment of the President, dated 9 Aug, 1887 Aug 18 (without assessors)  
Howson v Barrett (Bradford D R) app of debt from judgment of Mr Justice Mathew at trial at Leeds with a jury Aug 20  
In re Interpleader summons between C Bethell & Co Stakeholders and H C Clarke & Co Claimants app of claimant John Young from order of Justices Mathew and Cave on special case Aug 26  
The Leek Improvement Commissioners v Justices of the Peace for the County of Stafford app of p'ts from judgment of Baron Huddleston at trial at Stafford without a jury Oct 16  
Turnbull Martin & Co v Thompson & Co app of p'ts from judgment of Mr Justice Stephen at trial without a jury Oct 15  
Arnott & Co v Brown & Co app of p'ts from judgment of Mr Justice Mathew at trial without a jury at Newcastle-on-Tyne Oct 19  
Newlove & Co v Shrewsbury & Co app of p'ts from judgment of Mr Justice Day at trial without a jury at Birmingham Oct 20  
Ledao & Co v Ward & Co app of debt Hedley from judgment of Mr Justice Denman at trial without a jury in Middlesex Oct 22  
Ship Gertrude Stackebys & anr v Gordon & anr app of debt from judgment of the President dated Aug 9 Oct 21 (without assessors)  
Marques v Pease & Partners, ld, & Co app of debt from judgment of Mr Justice Mathew at Leeds after trial without a jury at Durham Oct 28  
Sheratt v A Ireland & Co & anr app of p't from judgment of Mr Justice Day at trial without a jury at Manchester Oct 29  
Porter v Benton app of debt from judgment of Mr Justice Grove at trial without a jury at Huntingdon Oct 29  
Attwood v Jones app of p't from judgment of Mr Justice Wills at trial without a jury at Birmingham Oct 29  
The Castleale Steamship Co, ld v The Tees Conservancy Commrs app of debt from judgment of Mr Justice Mathew at trial without a jury at York Oct 29  
Singer v Elliott app of debt from judgment of Mr Justice Batt at trial without a jury in Middlesex Nov 9  
Alison v Hall app of debt from judgment of Justices Mathew and Cave on special case Nov 16  
Jones & Co v Hughes app of debt from judgment of Mr Justice Denman at trial without a jury at Carnarvon Nov 18  
Jones v P-nybryn Slate Co, ld app of p't from judgment of Mr Justice Denman at trial without a jury at Beaumaris Nov 19  
Jones v Dorothea Slate Quarry Co app of p't from judgment of Mr Justice Denman at trial without a jury at Beaumaris Nov 19  
Chancery action Reveley v Thomas app of p't from judgment of Mr Justice Grantham for Mr Justice North at trial with a jury at Dolgelly Nov 22  
Adams v Lord Coleridge & anr app of p't from judgment of Mr Justice Denman at trial with special jury in Middlesex Nov 24  
Evans, admr, & Co v Tylor & Co, ld app of debt from judgment of Mr Justice Denman at trial without a jury in Middlesex Nov 25  
Peacock & anr v Freeman & anr app of debt from Mr Justice Mathew at trial without a jury in Middlesex Nov 29  
Howard v The Metropolitan Board of Works app of debt from judgment of Mr Justice Denman at trial without a jury in Middlesex Nov 30  
(To be continued).

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

HILARY SITTINGS, 1888.

Causes for Trial or Hearing.

(Set down to Monday, January 2, inclusive.)  
(Continued from p. 175.)

Before Mr. Justice KAY.

Causes for Trial (with witnesses and without witnesses).  
Ogle v Mutual Life Assurance Society act, wits  
Fyson v Marsden act  
Flick v Adams act, wits  
Hooper v Mellersh act, wits  
Peren v King act  
Briggs v Botham act  
In re Curaham, Curaham v Gallimore act, wits  
Storrs v Peto act  
Hine-Haycock v Hamerton, acta wits  
Ingram v Davis act, wits  
Blakey v Latham & Co action wits  
Harper v Lummage action wits  
Lucy v Beynon action wits  
Smith v Alabaster action wits  
Fry v Lane v Lane v Fry action wits  
British Burman Lead Co ld v Law action wits  
Atkinson v Atkinson action wits  
Wright v Holroyd mota for judgment  
Masipal Permut & Co Soc v Gamon action wits  
Tufnell v Pastmore mota for judgment  
Tomkinson v South Eastern Railway Co action  
Chapman v Perceval action wits

Deurance & Co v Hopkinson action wits  
In re Fry Whittell v Bush act & m f j wits  
Rugg v Dry Docks Corpn of London, ld act wits  
In re Booker Booker v Herepath act  
Bevington v Currey act & m f j  
In re Hutchinson Hutchinson v White act wits  
Scarborough v Thorman act wits  
Scarborough v Woolley act wits  
London Joint Stock Tea Co, ld v Fox & Bonfield act wits  
Payne v Stevens act wits  
Mabry v Barron, Bart act wits  
Heaven v Brown act wits  
Ungar & Co v Sugg & Co, ld act wits  
United Telephone Co, ld v Berry & Son act wits  
White v Massey act wits  
Lovekin v Dudley Rydr act wits  
Phillips v Harries act  
Boyd v Farrar act wits  
Dale v Dent act wits  
Whitaker v Vander Swissem act  
In re Cressay Cressay v Cressay m f j  
In re Kendall Kendall v Maw act wits  
Morgan v Wright m f j  
(To be continued.)



Before Mr. Justice CHITTY.  
 Causes for Trial (with witnesses).  
 Poren v Phillott act  
 Acland v Napleton act  
 In re T Cardan, dead, Armstrong v Paris act  
 British Mutual Banking Co v Mann act  
 Palmer v Palmer act  
 Strynne v Didcot, Newbury, & Co, Ry Co act  
 In re Read, dead, Wood v Neal act  
 Gourand v Etism Gower Bell Telephone Co of Europe act  
 Pikington v Drake act  
 Rogerson v Lord Bavelstoke, Lord Kevelstoke v Rogerson claim and counter-claim  
 Gaze v Wingfield act  
 Halifax and Huddersfield Union Bkng Co v Bottomley (act transferred from Q B Div)  
 Downing v Falmouth United Sewerage Bd act  
 In re Winnifrib, dec Peacock v Middleton act  
 Pickering v Allan act  
 Hillier v Broad act  
 Hunt v Porter act (Bristol D R)  
 Furber v C W Price & Co act  
 In re Edwin Ivo, dec Ivo v Ivo act  
 In re M Cragg, dec Cragg v Ashburner act  
 Clarke v Hill act  
 Bressac v American Exhbn, ld act  
 Osborne v Cummins act  
 Frank v Bailey act  
 Jones v Hutton act  
 Willoughby v Dadd act  
 Brooks v Brook-lact (trans from Kay, J)  
 Evans v Sheridan act  
 Bracewell v Bracewell act  
 Nahmaschinen Fabrik (vormals Friester & Roseman) Acti'n Gesellschaft v Pickford & Co act  
*To be continued*

Before Mr. Justice NORTH.  
 Causes for Trial (with witnesses).  
 Byron v Chapman actn  
 Ractcliffe v Colson actn  
 In re Campbell Brandon v Curtis actn  
 Cray v Ekan actn  
 Kerrington v Lewis actn  
 Clarke v Errington actn  
 Nelson v Municipal Permanent, & Co actn  
 Charsley v Coaks actn  
 Biddoes v Piercey actn  
 Wells v Hammond actn  
 In re Platt Platt v Platt actn  
 In re Duckett Duckett v Craven Bank ld actn  
 Musket v Poole actn  
 Lloyd v Attree actn  
 Sampson v Marquis of Huntley actn  
 Siemens v Nelson actn  
 Ford v Ford actn  
 To-Heatley v Benham actn  
 Gliotti v Smith actn  
 Coates v Waller actn  
 Vasey v Grant actn  
 Atterton v Edwards actn  
 Brown v Teasdale actn  
 Tudball v Mellicott actn  
 Coulson v Pettiver Vine v Pettiver actn  
 Barber v Weaver actn  
 Knights v Barrett Barrett v Webb actn  
 Brodie v Paine actn  
 Great Tower Street Tea Co v Smith actn  
 Anthony v Courtney actn  
 Ager v Best & Co actn  
 In re J Jones Jones v Evans actn  
 Edvaine v Cohen actn  
 O'Dwyer v Earl of Breadalbane actn  
 Whipple v Lindsay actn  
 In re Elam Rushton v Elam actn  
 Lee v Soames actn  
 Taaffe v Ford actn  
 Lynch v MacDonald actn  
 Causes for Trial (without witnesses)  
 In re Lee Lee v Lee adj sums  
 In re Brown Barber v Pacey adj sum  
 In re Severne Severne v Chichester adj sum  
 In re Hitchcock Kirk v Hitchcock adj sums  
 In re Hitchcock Kirk v Hitchcock adj sums

Oborne v Mann act  
 London Steam Dyeing Co v Digby m f j  
 In re W Farr Wingrove v Wigg adj sums  
 In re Davies Davies v Davies adj sum  
 In re T W Orwin Orwin v Orwin adj sums  
 In re Tait, dec President, & Co of St George's Hospital v Battersby adj sums  
 In re L rd Gerard Oliphant v Gerard adj sums  
 In re Lonsdale Lonsdale v Williams adj sums  
 In re Hutchins Count de Torre Diaz v Talbot adj sums  
*To be continued*

Before Mr. Justice STIRLING.  
 Causes for Trial (with witnesses).  
 In re Jenkins, Jenkins v West act & mta for judgt  
 Hondret v Paterson act  
 Small v Bullock act  
 Briton Medical & Assoc v Scott act  
 Dix v Gt Western Ry Co act  
 In re Derbon, Derbon v Collis act  
 In re Roebuck, Whitley v Whitley act  
 In re Whitehead Whitehead v Whitehead act  
 Wicks v Tottenham Local Bd of Health act  
 Russell v Bartlett act  
 Tulk v Philp act  
 Worthy v Richardson act  
 Harris v Drayton act  
 Harvey v Blount act  
 Negus v Wallie act  
 Briton Medical, & Co, Assoc v Bradley act  
 Morgans v Morgans act  
 Mrah v Jones act  
 London & Han-eatio Bk v Mendel act  
 Gibbs v Jenkins act  
 Harrison v Pyatt act  
 Atkins v Darcey act  
 Bourjaurd v East London Artizans, & Co, ld act  
 Turner v Dry Docks Corp'n of Lon, ld act  
 Tabb v Tubb act  
 Broball v Arnold act & m f j  
 Keaday v Bailey act  
 Shortlander v Dawson act  
 In re The Apollinaris Co & Patents, Designs, & Co act mtn  
*To be continued.*

Before Mr. Justice KEKEWICH.  
 Causes for Trial (with witnesses).  
 Transferred from Justices CHITTY, NORTH, and STIRLING, for Trial or Hearing only—by Order, dated 4th Nov., 1887.  
 In re J Alliston Hall v Bros act  
 In re Best Best v Best act  
 Chester v Chester act  
 Horlock v Wiggins Wiggins v Horlock act & counter claim  
 Lyon v Hosegood act  
 Dooby v Watson act  
 Jackson v Cramp act  
 Pead v Briggs act  
 Rodd v Rodd act  
 In re Rev G Jenkins Rodrick v Prothero actn  
 McDonald v Wordsworth actn  
 Butler v Butler actn  
 Gandy v Hindle actn  
 Phillips v Dury Dury v Phillips actn  
 Shorland v Adams actn  
 Williams v Adams & Co actn  
 Lafone (Admor, &c) v Huth & Co act  
 Dufaux & anr v Rosenwald act  
 Bart v Hodges act  
 Newbon v Waller act  
 Kelly v Pike act  
 Robinson v Pilley act  
 Sholto v Bolckow, Vaughan & Co act  
 Skrymes, an Infant, & Co v Halford act  
 In re Daniell Lewis v Daniell act  
 Grayburn v Blyton act  
 In re Postlethwaite and re Rickman Postlethwaite v Rickman act  
 Nockold v Smale act  
 Thompson v Keats act  
 Turner v Sharp Walton v Turner act & counter claim  
 Quirk v Biddder act  
*To be continued.*

# HIGH COURT OF JUSTICE. QUEEN'S BENCH DIVISION. HILARY SITTINGS, 1888. NEW TRIAL PAPER. For argument. 1887.

*Continued from p. 175.*  
 Set down 17th Novemb r Middlesex Cole v Francis & ors Mr Fillan Justice Charles  
 Set down 18 h November Middlesex Mundella & Co v Shaw Mr Murphy Justice Mathew  
 Set down 21st November Middlesex Kiln v Mid & S W Juno Ry Co Mr Graham Justice Cave  
 Set down 25th November Liverpool King & anr v Rothwell Mr Yates Justice Grantham  
 Set down 25 h November Middlesex Page v Metropolitan Ry Co Mr J L Walton Justice Mathew  
 Set down 25th November Middlesex Heard v Met Ry Co Mr J L Walton Justice Mathew  
 Set down 25th November Middlesex Compagne Franco Algerienne & ors v Ide & anr Mr Finlay Justice Mathew  
 Set down 30th November Middlesex Allen v North Met Trams Co Mr Candy Baron Huddleston  
 Set down 2nd December Middlesex Pritchard v Lon Gen Omnibus Co, ld Mr Candy L C J of England  
 Set down 2nd December Liverpool Anton, Kafaka, & Co v Gilchrist Bros Mr French Justice Grantham  
 Set down 2nd December Middlesex Trautmann & anr v Patmore & anr Mr Meisler Justice Mathew  
 Set down 8th December Middlesex Patten v Wheeler & anr Mr R V Williams Justice Day  
 Set down 9th December Middle ex Evans & anr v Holden Mr Cook Justice Manisty  
 Set down 10th December Middlesex Gooding v Lelpniok & anr Mr L,oi Justice Mathew  
 Set down 16th December Middlesex Ritchie v McMillan & Son Mr Cook Baron Huddleston  
 Set down 12th December Middlesex Field v Manlove Mr C C Scott L C J of England (See No. 45)  
 Set down 13th December Middlesex Featherstone & Wife v Cave Mr M Smith Justice Mathew  
 Set down 14 h December Middlesex Ferris v Henry & ors Mr A Jones Justice Mathew  
 Set down 16th December Middlesex Brandin & anr v Blandall Mr Woolf Justice Manisty  
 Set down 17th December Middlesex Field v Manlove Mr Lockwood L C J of England (See No 41)  
 Set down 17th December Middlesex Wennhak v Morga2 Mr Hopkins Justice Mathew  
 Set down 21st December Middlesex Worcester City & County Banking Co, ld v Crowdy & ors Mr B Davis Baron Huddleston  
 Set down 22nd December Middlesex Stiles v East London Waterworks Co Mr Kisch L C J of England  
 Set down 22nd December Middlesex Muller v Sparrow Mr Blackwell Justice Mathew  
 Set down 29th December Middlesex Bewick & anr v Joint Stock Assoc, ld Mr Moulton Justice Manisty

1888.  
 Set down 3rd January Middlesex Lemon v Simmons Justice Day

## OPPOSED MOTIONS. For Argument.

In re S Heitor Ex parte Incorporated Law Society  
 In re W Talley, a Solicitor, & Co  
 In re Arbitration between Jones & Williams  
 In re Arbitration between Couvela & Volkart Bros  
 Bull v Hinds  
 Rawlins v Burton & Co & ors  
 Same v Same  
 Worcester City & County Banking Co v Trotter, Thomas, & Co  
 Clarkson & ors v Deloncle  
 Edwards & Co v Davis & anr  
 Jackson & Co v Murphy  
 Thomas v Bainbridge & Co  
 Weston v Tennent  
 Whittall v Barlow & Bros  
 Rouse v Simmons  
 Devall v Smith & anr  
 Renardson v Tower  
 Central Bank of London, ld v Marks  
 Colar Concessionaries Co, ld v Eastern Mysore Gold Co, ld  
 Fakian v Gamgee  
 Argent v Houghton  
 In re a Solicitor  
 Crawley v Wolff  
 Tower v Tatham & ors

## CROWN PAPER. For Argument.

Kingston-upon-Hull Winder v Governor, & Co, of Kingston-upon-Hull Incorpora for the Poor Magistrate's case  
 London Heinekey & anr v Hawkins & ors Mayor's Court Plaintiff's appeal  
 Somersetshire The Queen v Licensing Jj's for D.v of Crewkerne Nial i.r mandamus to Licensing Jj's to hear, &c, application (ex parte Miller)  
 Lincolnshire, Bourne Wright v Titman (Baron, clmt) County Court Plaintiff's appeal H H Judge  
 Same Blunson v Titman (Baron, clmt) County Court Plaintiff's appeal H H Judge Hooper  
 Middlesex, Westminster Reid v Knight County Court Plaintiff's appeal H H Judge Bayley  
 Gloucestershire, Bristol Hendy v Cox County Court (in Equity) Plaintiff's appeal H H Judge Metcalf

Essex Holgate & anr v Brett Magistrate's case  
 Bolton Nicholson v Booth (on behalf of Naylor) Magistrate's case  
 Leicestershire, Ashby de la Zouch Hexall v Hall (Hall, clmt) County Court  
 Claimant's appeal H H Judge Hooper  
 Middlesex, Edmonton Teede & Bishop v Lumsden (Byros, receiver) County  
 Court Plaintiffs' appeal H H Judge Abby  
 Middlesex, Brompton Wetherston v Garrett County Court Defendant's  
 appeal H H Judge Stonor  
 Somersetshire Saunders v Pittfield Magistrate's case  
 Leicestershire, Leicester Beasley v Cooper County Court Plaintiff's appeal  
 H H Judge Hooper  
 Middlesex, Dorchester Union v Poplar Union Quarter Sessions 12 & 13 Vict.  
 c. 45, s. 11  
 Cumberland The Queen v Wilson Nisi for quo warranto as representative  
 Governor of the Crothwaite High School  
 London The Queen v Mayor, & of London and Thompson & anr Prohibition  
 Appeal from Chambers  
 Middlesex, Bow Clark v Baillie & Co & anr County Court Plaintiff's appeal  
 H H Judge Prentice  
 South Shields Hall v Edwards Magistrate's case  
 London Goodwin v London General Omnibus Co Mayor's Court Plaintiff's  
 appeal H H Judge  
 Lancashire, Manchester Turner & Co & anr v Calpan Exn Creditor's appeal  
 H H Judge Russell  
 London The Queen v Churchwardens, & of St Botolph Without, Aldgate  
 Nisi for mandamus Expte Edalle & anr  
 Lincolnshire, Stamford Clow v Holmes County Court Dft's app H H Judge  
 London Sturcke v Perry County Court Dft's app H H Judge  
 Yorkshire, Bradford Parsons v Grange County Court Plt's app H H Judge  
 Gates  
 Yorkshire, W R Kirkheaton Local Bd v Beaumont Magistrate's case  
 Met Pol Dis Chelsea Water Co v Paulot Magistrate's case  
 Central Crim Cour, Middlesex The Queen v Boaler Nisi for certiorari for  
 jurisdiction at instance of dft  
 London Howden & Co v Kynock & Co Mayor's Court Dft's app Sir T  
 Chambers  
 Middlesex, Westminster Caxton v Mowlem & Co County Court Dft's app  
 H H Judge Bayley  
 Kent, Rochester Durbin & anr v Friend County Court Dft's app H H  
 Judge Cox  
 Warwickshire, Birmingham Cutler v Hopkins County Court Dft's app  
 H H Judge Chambers  
 Sussex, Brighton Mews v Munster County Court Defendant's app H H  
 Judge Martineau  
 Middlesex The Queen v Judge of Edmonton County Court & Field & Sons  
 Prohibition Summons dismissed App from Chambers  
 Middlesex, Brompton Brewer v West Met Tramway Co, 11 County Court  
 Dft's app H H Judge Stonor  
 Lancashire, St Helen's Smith v Edwards & anr County Court Dft's appeal  
 H H Judge  
 London The Queen v Mayor, & of London & Broad Prohibition Appeal  
 from chambers  
 Norfolk, Norwich Topley & anr v Corbie (Candywold, clmt) County Court  
 Plaintiffs' appeal H H Judge  
 Lancashire, Glover v Chorley Union Magistrate's case  
 Lincolnshire Ellis No Respondents Magistrate's case  
 Yorkshire, W R, Montagu v Goole Local Bd Goole Local Bd v Montagu  
 Quarter Session Public Health Act, 1875 (38 & 39 Vict c 55), s 269  
 Middlesex, Westminster, Baxter v Wyman & Son County Court Defendants'  
 appeal H H Judge  
 Jarrow, Middlesex v Douglas & anr Magistrate's case  
 Nottinghamshire, East Retford, Gt Northern Ry Co v Hardy County Court  
 Plaintiffs' appeal H H Judge  
 Essex, Chelmsford, Giscard v Woodman County Court Defendant's appeal  
 H H Judge  
 Surrey, Southwark, Joseph v Dawson County Court In Equity Plaintiff's  
 appeal H H Judge Holroyd  
 Denbigh, Williams v Wynne Magistrate's case  
 Maldon, Stocks v King Magistrate's case  
 Denbighshire, The Queen v Lord Trevor & anr JJ, & Nisi for certiorari for  
 conviction against L L Jones  
 Lincolnshire, Spilsby, Stockton v Jenkinson & anr County Court Defendants'  
 appeal H H Judge Stephens  
 London, Kyabe v Brotherton Mayor's Court Defendant's appeal  
 London, The Queen v Commissioners for Stamps and Taxes Nisi for mandamus  
 to pay money (expte Caps Copper Mining Co)  
 Norfolk, Great Yarmouth, Pearson v Ashton County Court Plaintiff's appeal,  
 H H Judge Roxburgh  
 Herefordshire, Leominster, Lewis v Broadway County Court Defendant's  
 appeal H H Judge Rogers  
 Kent, Bromley, Roberts v Pickford County Court Defendant's appeal H H  
 Judge Cox  
 Met Asmt Dist, Asmt Com Fulham Union v Asmt Com of St Mary Abbott's,  
 Kensington Nisi to pay money under Order of Sessions (expte Fulham Union)  
 Same, Overseers of St Saviour, Southwark v Same Nisi to pay money under  
 Order of Sessions (Expte Overseers of St Saviour)  
 Same, Overseers of Parish of Christchurch v Same Nisi to pay money under  
 Order of Sessions (expte Overseers of Christchurch)  
 Same, Overseers of St George the Martyr v Same Nisi to pay money under  
 Order of Sessions (expte Overseers of St George the Martyr)  
 Same, Governors, & of St Mary, Newington v Same Nisi to pay money under  
 Order of Sessions (Expte Governors, & of St Mary, Newington)  
 Same, Governors, & of St Mary Magdalene v Same Nisi to pay money under  
 Order of Sessions (Expte Governors, & of St Mary Magdalene)  
 London Brown, Davis & Co v Bolland Mayor's Court Defendant's appeal  
 Sir T Chambers  
 Glamorganshire, Swansea Davies & anr v Neath Permt Benefit Bldg Soc  
 County Court Defendants' appeal H H Judge Williams  
 Suffolk, Bury St Edmunds Smith v Bennet County Court Defendant's  
 appeal H H Judge Roxburgh  
 Staffordshire The Queen v T F Twemlow, Esq & ors, Licensing JJ's, & Nisi  
 for mandamus to hear application for license Expte J Bloor

Lancashire, Manchester Cullin v Stevens County Court Plaintiff's appeal  
 H H Judge Russell  
 London Irvine & anr v Levi (trading, &c) Mayor's Court Defendant's appl  
 Hertfordshire, Hertford O'Kelly & anr v Holmes (Norris & anr, clmt)  
 County Court Plaintiffs' appeal H H Judge Abby  
 London Burrows v Comms of Sewers of City of London Mayor's Court  
 Defendants' appeal  
 Surrey The Queen v Lee Order of Justices Nisi to quash  
 Middlesex The Queen v Commissioners of Inland Revenue Nisi for mandamus  
 to grant license to Edwards  
 London Weaver (trading, &c) v Glendenning Mayor's Court Plaintiff's appl  
 Staffordshire, Stoke upon Trent and Longton Hall v Rose County Court  
 Defendants' appeal H H Judge Jordan  
 London Cummins (trading, &c) v Butchart Mayor's Court Defendant's appl  
 Cheshire, Altrincham Tolbausen & Wife v Davies County Court Defendant's  
 appeal H H Judge Ffoulkes  
 Middlesex The Queen v Justices for County of Middlesex Nisi for mandamus  
 to hear appeal of Brewster  
 London Wilmot v Pearce Mayor's Court Defendant's appeal  
 Nottinghamshire, Nottingham Howard v Clarke County Court Defendant's  
 appeal H H Judge Bristowe  
 Yorkshire, Bradford Hadson v Laycock & anr, on behalf, &c County Court  
 Defendants' appeal H H Judge Gates  
 London Born v Lancaster Mayor's Court Defendant's appeal  
 Nottinghamshire, Nottingham Matthews v Fisher & anr County Court Plain-  
 tiff's appeal H H Judge Bristowe  
 Nottinghamshire, Nottingham Matthews v Fisher & anr County Court Defend-  
 ant's appeal  
 Lincolnshire, parts of Kesteven The Queen v Justices for parts of Kesteven, in  
 County of Lincoln Nisi for certiorari for order of Sessions at instance of Hon  
 Tollemache & ors  
 Same The Queen v The Same Nisi for certiorari for order of Sessions at instance  
 of Worsley  
 Essex Rochford & Southend Belcham v Ayres (Tower Furnishing & Finance  
 Co, clmt) County Court Claimant's appeal H H Judge Abby  
 Cheshire, Hyde Harris & anr v Hall (Bramwell, clmt) County Court Claim-  
 ant's appeal  
 Northumberland, North Shields Reed v Swan & anr County Court Plaintiff's  
 appeal  
 Wiltshire, Salisbury Woodrow & ors v Jenkins County Court Defendant's  
 appeal  
 Cumberland The Queen v JJ's for the County of Cumberland Nisi for certiorari  
 for order of Sessions at instance of M R Co  
 Oxfordshire The Queen v The Chancellor, Masters and Scholars of the Uni-  
 versity of Oxford Nisi for mandamus to restore E R Lankester as examiner  
 Devonshire, Barnstable Tucker v Haddon County Court Defendant's appeal  
 Bristol The Queen v J W Hall, Esq, & anr JJ, & Nisi for certiorari for  
 order of Justices at instance of Corp of Bristol  
 London The Queen v Mayor & Aldermen of City of London and A E Scott  
 Nisi for prohibition to Mayor's Court Expte Connell  
 Newcastle The Queen v Mayor, Citizens & Burgesses of City of Newcastle  
 Nisi for mandamus to approve plans Expte Veitch  
 London The Queen v Judge of the City of London Court and T A Barrett Nisi  
 to hear action (Expte Howe Machine Co)  
 Kent, Darford Simmons v White County Court Plt's appl H H Judge  
 Derbyshire, Derby Manning v Annie Ratcliff & Mary Ratcliff County Court  
 Plaintiff's appeal H H Judge Woodford  
 Middlesex, Shoreditch Taylor & Sons v Hay County Ct Dft's app H H Judge  
 Salop Guardians of the Poor of the West Derby Union v Guardians of the Poor  
 of the Atcham Union Quarter Sessions 12 & 13 Vict c 45, s 11

## THE WINTER ASSIZES.

OXFORD CIRCUIT (Lord Coleridge, C.J., and A. L. Smith, J.)—Reading, Saturday, February 4; Oxford, Wednesday, February 8; Worcester, Saturday, February 11; Gloucester, Friday, February 17; Monmouth, Thursday, February 23; Hereford, Tuesday, February 28; Shrewsbury, Monday, March 5; Stafford, Saturday, March 10; Birmingham, Thursday, March 15. One judge only will go to the first six places.

MIDLAND (Pollock and Huddleston, BB.)—Aylesbury, Thursday, January 26; Bedford, Monday, January 30; Northampton, Friday, February 3; Leicester, Tuesday, February 7; Oakham, Monday, February 13; Lincoln, Tuesday, February 14; Nottingham, Wednesday, February 22; Derby, Monday, March 5; Warwick, Saturday, March 10; Birmingham, Thursday, March 15. One judge only will go to the first nine places.

SOUTH-EASTERN (Denman, J.)—Huntingdon, Saturday, February 4; Cambridge, Wednesday, February 8; Norwich, Saturday, February 11; Ipswich, Tuesday, February 21; Chelmsford, Tuesday, February 28; Hertford, Tuesday, March 6; Lewes, Monday, March 12.

WESTERN (Field and Mathew, JJ.)—Devizes, Wednesday, February 8; Dorchester, Saturday, February 11; Taunton, Wednesday, February 15; Bodmin, Tuesday, February 21; Exeter, Saturday, February 25; Winchester, Saturday, March 3; Bristol, Tuesday, March 13. One judge only will go to the first four places.

HOME (Mathew, J.)—Maidstone, Monday, February 13; Guildford, Tuesday, February 21; Exeter, Saturday, February 25; Winchester, Saturday, March 3; Bristol, Tuesday, March 13. Two judges will go to the last three places.

SOUTH WALES AND CHESTER (Stephen, J.)—Haverfordwest, Thursday, February 16; Cardigan, Saturday, February 18; Carmarthen, Tuesday, February 21; Brecon, Monday, February 27; Presteign, Thursday, March 1; Chester, Saturday, March 3; Cardiff, Saturday, March 10. Two judges will go to the last two places.

NORTH WALES, CHESTER, AND GLAMORGAN (Wills, J.)—Welshpool, Monday, February 13; Dolgelly, Thursday, February 16; Carnarvon, Saturday, February 18; Beaumaris, Thursday, February 23; Ruthin, Saturday, February 25; Mold, Thursday, March 1; Chester, Saturday, March 3; Cardiff, Saturday, March 10. Two judges will go to the last two places.



**NORTHERN (Cave and Grantham, JJ.)—**Manchester, Thursday, February 2; Liverpool, Friday, February 17; Lancaster, Wednesday, March 7; Carlisle, Monday, March 12; Appleby, Saturday, March 17. One judge only will go to the last three places.

**NORTH-EASTERN (Day and Charles, JJ.)—**Leeds, Saturday, February 11; York, Wednesday, February 29; Durham, Wednesday, March 7; Newcastle, Wednesday, March 14.

Manisty and Hawkins, JJ., will remain in town.

## WINDING UP NOTICES.

London Gazette.—FRIDAY, JAN. 13.

### JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

**ABERAVON TINPLATE CO. LIMITED.**—Petn for a continuation of the voluntary winding up, presented Jan 13, directed to be heard before Chitty, J, on Jan 21. Clulow, Gracechurch st, agent for Richards & James, Swansea, solors for petnrs

**BUCKNALL'S GOLD ESTATE, LIMITED.**—Creditors are required, on or before May 29, to send their names and addresses, and the particulars of their debts or claims, to Henry Dever, 4, Lothbury. Monday, June 18, at 12, is appointed for hearing and adjudicating upon the debts and claims

**GOTHIC SYNDICATE, LIMITED.**—Petn for winding up, presented Jan 11, directed to be heard before Kay, J, on Jan 28. Jones & Linnett, Quality ct, Chancery lane, agents for Jones & Co, Aberystwith, solors for petnrs

**ICE FACTORY CONSTRUCTION CO. LIMITED.**—Kay, J, has fixed Jan 24, at 12, at his chambers, for the appointment of an official liquidator

**LONDON RICE MILL CO. LIMITED.**—Petn for winding up, presented Jan 10, directed to be heard before North, J, on Jan 21. Jackson & Prince, Cannon st, solors for petnrs

### UNLIMITED IN CHANCERY.

**CARDIFF SAVINGS BANK, OR THE CARDIFF GOVERNMENT SECURITY SAVINGS BANK.**—Petn for winding up, presented Jan 11, directed to be heard before Stirling, J, on Saturday, Jan 28. Here & Co, Surrey st, Strand

### COUNTY PALATINE OF LANCASTER.

### LIMITED IN CHANCERY.

**NUTSFORD VALE BLEACHING AND DYING CO. LIMITED.**—The Vice-Chancellor has, by an order, dated Dec 16, appointed John Joseph Graham, 77, King st, Manchester, to be official liquidator

### FRIENDLY SOCIETIES DISSOLVED.

**EASEBOURNE FRIENDLY SOCIETY, White Horse Inn, Easebourne, Sussex.** Jan 9

**WALL FLOWER LODGE OF MASTER GARDENERS, Travellers' Rest Inn, Bedlington, Northumberland.** Jan 9

London Gazette.—TUESDAY, JAN. 17.

### JOINT STOCK COMPANIES.

### LIMITED IN CHANCERY.

**BRITISH CONGO CO. LIMITED.**—Stirling, J, has fixed Jan 26, at 12, at his chambers, for the appointment of an official liquidator

**EDWIN FOX & CO. LIMITED.**—Petn for winding up, presented Jan 14, directed to be heard before Kay, J, on Jan 28. Withall & Co, Bedford row, solors for petnrs

**ENGLISH FARMERS' MEAT SUPPLY ASSOCIATION, LIMITED.**—Chitty, J, has fixed Thursday, Jan 26, at 11, at his chambers, for the appointment of an official liquidator

**GREENSIDE GLAZED AND FIRE BRICK CO. LIMITED.**—North, J, has, by an order, dated Dec 12, appointed John Hartley Blackburn, Bradford, to be official liquidator. Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Feb 27, at 1, is appointed for hearing and adjudicating upon the debts and claims

**VAN GELDER AFMSON & CO. LIMITED.**—Chitty, J, has fixed Friday, Jan 27, at 12.30, at his chambers, for the appointment of an official liquidator

### COUNTY PALATINE OF LANCASTER.

### UNLIMITED IN CHANCERY.

**MANCHESTER, BURY, ROCHDALE, AND OLDHAM STEAM TRAMWAYS CO.**—The Vice-Chancellor has, by an order, dated Dec 2, appointed Andrew Pattison Smith, Newton st, Manchester, and John Connor, 14, Brown st, Manchester, to be official liquidators. Creditors are required, on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, Feb 24, at 11.30, is appointed for hearing and adjudicating upon the debts and claims

## CREDITORS' NOTICES.

### UNDER ESTATES IN CHANCERY.

#### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JAN. 13.

**ALEXANDRA HOTEL LIVERPOOL CO. LIMITED.** Feb 1. John Johnson Houghton v The Alexandra Hotel Liverpool Co, Limited, Registrar, Liverpool Stevens, Liverpool

**CHURCHILL, Right Hon Lord FRANCIS GEORGE.** Feb 17. Sir Henry Manisty and others v Right Hon Victor Albert Francis Charles Spencer, Lord Churchill, Baron Churchill, North, J. Nicholl & Co, Howard st, Strand

**WILLIAMS, JAMES EMBERTON, Cardiff.** Feb 11. Jones v Williams, North, J. Belcher, Cardiff

London Gazette.—TUESDAY, JAN. 17.

**BURNHAM BENJAMIN, Skelling in Holderness, York, Farmer.** Feb 17. Tennison v Grindell, Chitty, J. Watson, Hull

**LAVELL, FREDERICK HOWARD, Water lane, Brixton, Box Maker.** Feb 10. Lavell v Lavell, Chitty, J. Evans, Bedford row

### UNDER 22 & 23 VICT. CAP. 35.

#### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JAN. 6.

**ALLEN, ROBERT, Woodbridge, Law Clerk.** Feb 17. Welton, Woodbridge

**BARNETT, THOMAS JAMES, Clifton House, Hayward's Heath, Chemist and Druggist.** Feb 4. Eare, Chancery lane

**BUCKLEY, JOHN JOSEPH, Park rd, Birmingham, Retail Brewer.** Feb 15. Lane & Clutterbuck, Birmingham

**HUNTING, JOSEPH, West hill, Heanor, Derby. Draper.** Feb 25. Thorpe & Thorpe, Nottingham

**CLARK, EDWARD, Newtown row, Birmingham, Gun Finisher.** Feb 15. Lane & Clutterbuck, Birmingham

**CONNOR, JOHN, Vulcan ter, Brockley.** Feb 6. Lookyer, New Cross rd

**DUNCAN, EMMA, Claremont rd, Leamington.** Mar 1. Nicholson & Herbert, Parliament st

**DUNHAM, ALFRED, Lower Stondon, nr Sheffield, Farmer.** Feb 16. Merriman & White, King's Bench walk

**FERGUSON, ANNA, College grdns, Belfast.** Feb 15. Miller, Bloomsbury sq

**GOWER, ANTHONY HERBERT, Malvern terr, Tottenham, Clerk in Holy Orders.** Feb 10. Turner & Low, King's st, E.C.

**GWYN, HERBERT LIONEL, Hove, Lieut in Her Majesty's Royal Regiment of Artillery.** Feb 3. Foster & Burroughes, Norwich

**HALDANE, JAMES, Old Bond st, Tailor.** Mar 1. Lee & Co, St Paul's churchyard

**HARRISON, JOSEPH, Hathersage, Derby, Butcher.** March 10. Speed, Nottingham

**HARVEY, WILLIAM THOMAS, King's Cross rd, Victualler.** Feb 6. Maitland, Knightbridge st

**HILL, MARTHA, Connaught sq.** Jan 31. Murray & Co, Birchln lane

**HINDLEY, JOSEPH, Iinstead Rectory, Norwich, Clerk in Holy Orders.** Feb 10. Stanistreet & Sweny, Liverpool

**JONES, MARY, Kildare terrace, Bayswater.** Feb 7. Shaen, Roscoe, & Co, Bedford row

**KEENE, THEOPHILUS JOSEPH, Esq, Seaborough Court, Crewkerne.** Feb 3. Johnson & Co, Winchester House, Old Broad st

**LISTER, SAMUEL, Manningham lane, Bradford, Beerhouse Keeper.** Feb 29. Knight, Bradford

**MACKEY, EDWARD, Herford rd, Kingsland.** Jan 31. Neal, Lime st

**MACLEAN, LACHLAN HECTOR GILBERT, Compton House, Torquay, Retired Lt-Colonel.** Feb 6. Haynes & Clifton, Tokenhouse yard

**MAGNIN, JOHN, the Grange, Bermondsey, Hide and Skin Merchant.** Feb 1. Saunders & Co, Coleman st

**MARYON, HENRY, Upham pkrd, Turnham Green.** Jan 20. Kingsbury & Turner, Brixton rd

**NEWTON, ELLEN, Brighton.** Feb 6. Morley & Shirreff, Gresham House

**NOBLE, EDWARD DODSHON, Headley Common, Kingsclere, Hants, Gent.** Jan 31. Lucas, Newbury

**ONOLKY, GEORGE THOMAS, Borough st, Hop Factor.** Feb 2. Robinson & Co, Union ct

**ORCHARD, WILLIAM, Fleet st, Birmingham, Brass Founder.** Feb 15. Lane & Clutterbuck, Birmingham

**PEARSON, ARTHUR, Rectory, Springfield, Clerk in Holy Orders.** Jan 31. Gepp & Sons, Chelmsford

**PERKINS, MATILDA ANNA, Lordship rd, Stoke Newington.** Feb 20. Wilson & Son, Basinghall st

**REDGATE, WILLIAM, Moor st, Birmingham, Licensed Victualler.** Feb 5. Lane & Clutterbuck, Birmingham

**ROBERTS, MARY, Upper Gloucester pl, Dorset sq.** March 1. Bolton & Co, Lincoln's inn fields

**RODBARD, JOHN RODBARD, Aldwick Court, Blagdon, Esq.** March 1. J and WB Sparks & Blake, Crewkerne

**SANDERSON, EMMA, Barrow, Lincoln.** March 1. Goy & Cross, Barton upon Humber

**SHAW, ISABELLA, Longsight, nr Manchester.** Feb 1. Hall & Co, Manchester

**SHAW, THOMAS, Longsight, nr Manchester, Stonemason.** Feb 1. Hall & Co, Manchester

**VIZER, ROBERT ROBINSON, Birchanger rd, South Norwood, Commission Merchant.** Feb 1. Wyatt & Barraud, Cannon st

**WARNER, RICHARD WESTON, Whistone Priory, Shrewsbury, Gent.** Feb 9. Cobbett & Co, Manchester

**WHITE, REBECCA, Beaulieu rd, Hammersmith.** Feb 11. Story & Cowland, Theobald's rd

**WHITTAKER, THOMAS, Cleveland st, Birkenhead.** Feb 6. Avison & Co, Liverpool

London Gazette.—TUESDAY, JAN. 10.

**BYWATER, MARY, Ludgate hill, Birmingham, Confectioner.** March 1. Ryoko, Birmingham

**CLAYTON, ROBERT PALMER, Denby Dale, nr Huddersfield, Doctor of Medicine.** Feb 20. Hall & White, Huddersfield

**COOKE, CHARLOTTE SARAH, Varna rd, Edgbaston, Warwick.** Feb 6. Field & Sons, Leamington Priors

**FARRER, ARTHUR, M.D. Albert mansions, Westminster.** Feb 14. Freshfields & Williams, Bank bldgs

**GANDELL, ROBERT, Holywell Lodge, Oxford, Clerk and Canon of Wells.** Feb 6. Gandell, Bedford row

**GATRELL, MARY, Lymington, Hants.** Feb 6. Moore & Rawlins, Lymington

**GRAHAM, ALFRED, Hever, Kent.** Feb 18. Wynne & Co, Chancery lane

**GREENEP, EDMUND CARR, Plumstead, Esq.** Feb 17. Greenep, Woolwich

**HICKLIN, HENRY, Stourbridge, Worcester, Builder.** Jan 31. Clark, West Bromwich

**HOOPE, EDMUND PETER, Wellow, Somerset, Yeoman.** March 1. Iman & Co, Bath

**HORTON, Rev Sir GEORGE LEWIS WILMOT, Bart.** March 1. Holmes & Son, Bedford row

**JONES, RICHARD, Corsygare, Llanfair, Montgomery.** Jan 17. Talbot & Wood, Newtown

**LIZIER, SAMUEL, Manningham lane, Bradford, Beerhouse Keeper.** Feb 29. Knight, Bradford

**MCDONALD, MARY ANNE, Kew rd, Richmond, Surrey.** Feb 1. Fladgates, Craven st

**ORD, JOHN THOMAS, Farnham Saint Martin, Suffolk, Esq.** Feb 10. Sparke & Sons, Bury St Edmunds

**PONCIA, ANTHONY, Ladyspool rd, Balsall Heath, Worcester, Gent.** March 5. Jelf & Latham, Birmingham

**REEVE, ELIZABETH, Crick, Northampton.** Feb 1. Roche, Daventry

**RUDD, MARIA SARAH, Hanover sq.** Feb 16. Garrard & Co, Suffolk st

**SEARLE, CHARLES, Lowe st, South Stockton, Yorks, Ship Rigger.** Feb 28. Archer, Stockton on Tees

**SHAW, STEPHEN, Long Preston, York, Labourer.** April 5. Thompson, Skipton

**SMITH, THOMAS, King st, Bury, Furniture Broker.** Feb 14. Woodcock & Co, Bury

**SPENCER, ELI, Knoll, Fulshaw pk, Wilmslow, Retired Machinist.** Feb 11. Ponsonby & Carille, Oldham

**SWINDLEY, SAMUEL, Wolverhampton, Gent.** Feb 1. Slater & Marshall, Darlaston

**TRISTRAM, WILLIAM BARRINGTON, Fowley, Southampton, Esq.** March 25. Arnold & Henry White, Gt Marlborough st

**WATSON, JOHN, Pickering, York, Esq.** Feb 1. Whitehead, Pickering

**YEO, THOMAS ELLIS, Bideford, Clerk.** Feb 28. Smale, Bideford

**YEO, MARIA, Bideford.** Feb 29. Smale, Bideford

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JAN. 13.

## RECEIVING ORDERS.

BARRON, JAMES, Dewsbury, Yorks, Baker. Dewsbury. Pet Jan 11. Ord Jan 11  
 BEMBRIDGE, CHARLES, Seaton, Rutland, Farm Foreman. Leicester. Pet Jan 11. Ord Jan 11  
 BLACKWELL, THOMAS, Enfield Highway, Cowkeeper. Edmonton. Pet Jan 10. Ord Jan 10  
 BONEHILL, JOSEPH CHARLES, Warwick, Mason. Warwick. Pet Jan 10. Ord Jan 10  
 BOOTH, BENJAMIN, Wellington rd North, Hounslow, Butcher. Brentford. Pet Jan 6. Ord Jan 6  
 BRAY, JANE, Bradford, Boot Dealer. Bradford. Pet Jan 9. Ord Jan 9  
 BRIGHTON, JAMES, Bungay, Suffolk, Bricklayer. Gt Yarmouth. Pet Jan 10. Ord Jan 10  
 BURDETT, WILLIAM, Chertsey st, Guildford, Builder. Guildford and Godalming. Pet Nov 8. Ord Jan 10  
 CADDICK, WILLIAM, Blaina, Mon, Builder. Tredegar. Pet Dec 28. Ord Jan 9  
 CADOGAN, CHARLES JOHN, Pontypridd, Commission Agent. Pontypridd. Pet Jan 9. Ord Jan 9  
 CONNOLLY, PETER, Bolton, Provision Dealer. Bolton. Pet Dec 21. Ord Jan 9  
 COWELL, ISAAC, Rock Ferry, Cheshire, Baker. Birkenhead. Pet Jan 10. Ord Jan 10  
 COX, FREDERICK, Wolverhampton, Mantle Manufacturer. Wolverhampton. Pet Jan 11. Ord Jan 11  
 DAVIES, ROBERT, Mellythorne, Carnarvon, Draper. Bangor. Pet Dec 17. Ord Jan 11  
 DODD, FRANCIS, Nesscliffe, Salop, Licensed Victualler. Shrewsbury. Pet Jan 10. Ord Jan 10  
 DRATTON, THOMAS, Liverpool, Grocer. Liverpool. Pet Jan 11. Ord Jan 11  
 EDELSTEIN, GEORGE, Warwick lane, Manufacturers' Agent. High Court. Pet Jan 3. Ord Jan 9  
 EDGE, JAMES, Atherton, Lancs, Tailor. Bolton. Pet Jan 10. Ord Jan 10  
 ELIAS, DAVID, and JOHN DAVID ELIAS, Bangor, Watchmakers. Bangor. Pet Jan 10. Ord Jan 10  
 ELLIS, THOMAS, Hunmanby, Yorks, Farmer. Scarborough. Pet Jan 9. Ord Jan 9  
 FOSTER, GEORGE, Birkenhead, Fishmongers' Manager. Birkenhead. Pet Jan 9. Ord Jan 9  
 FOX, WILLIAM, Dronfield, Derby, Grocer. Chesterfield. Pet Jan 9. Ord Jan 9  
 HANCOCK, ELI, Wellington, Lancs, Tailor. Taunton. Pet Jan 9. Ord Jan 9  
 HARPER, CORNELIUS, Kingston upon Hull, Coal Dealer. Kingston upon Hull. Pet Jan 11. Ord Jan 11  
 INDERWICK, ALFRED, Bedford row, Solicitor. High Court. Pet Oct 4. Ord Jan 11  
 INGLES, ARTHUR, Worcester, Licensed Victualler. Worcester. Pet Jan 11. Ord Jan 11  
 JOHNSON, JOHN, Carlisle, Waste Merchant. Carlisle. Pet Jan 11. Ord Jan 11  
 KEABLE, WILLIAM EDWARD, Great Yarmouth, Window Blind Manufacturer. Great Yarmouth. Pet Jan 10. Ord Jan 10  
 KEMSLEY, ALFRED EDWARD, Coleman st, Merchant. High Court. Pet Jan 11. Ord Jan 11  
 KNOFFEL, KATHLEEN MIDDLETON FRANCES, West 1st, St Martin's lane, Licensed Victualler. High Court. Pet Jan 11. Ord Jan 11  
 LONG, WILLIAM JAMES, Harmston, Lincolnshire, Innkeeper. Lincoln. Pet Jan 7. Ord Jan 11  
 MACE, WILLIAM, Birmingham, out of business. Birmingham. Pet Jan 11. Ord Jan 11  
 MARSDEN, ARTHUR, Bradford, Stuff Merchant. Bradford. Pet Jan 9. Ord Jan 9  
 MARTIN, FREDERICK, Cardiff, Builder. Cardiff. Pet Dec 10. Ord Jan 6  
 MORGAN, JOSEPH, Shrewsbury, Seed Merchant. Shrewsbury. Pet Jan 10. Ord Jan 10  
 MUSGRAVE, JOHN WILLIAM, and SAMUEL MUSGRAVE, Leeds, Provision Merchants. Leeds. Pet Jan 11. Ord Jan 11  
 PADDELEY, HORACE, Arlington st, Islington Builder. High Court. Pet Jan 11. Ord Jan 11  
 PATTINSON, ROBERT, St Ann's hill, nr Carlisle, Nurseryman. Carlisle. Pet Jan 10. Ord Jan 10  
 PHARSON, GIBSON RICHARDS, Kirk Smeaton, Yorks, Farmer. Wakefield. Pet Jan 9. Ord Jan 9  
 PERCYVAL, FREDERICK HENRY, Albemarle st, House Agent. High Court. Pet Jan 11. Ord Jan 11  
 PETERSEN, CARL CHRISTIAN, Beccles, Suffolk, Tailor. Great Yarmouth. Pet Jan 9. Ord Jan 9  
 SAUNDERS, JAMES, East Dereham, Norfolk, Solicitor. Norwich. Pet Jan 11. Ord Jan 11  
 SCOTT, THOMAS HENRY, Huddersfield, Rope Manufacturer. Huddersfield. Pet Jan 11. Ord Jan 11  
 SMITH, SAMUEL, Leeds, Butter Factor. Leeds. Pet Jan 11. Ord Jan 11  
 STEPHENSON, THOMAS NELSON, Pocklington, Yorks, Grocer. York. Pet Jan 11. Ord Jan 11  
 SWANN, WILLIAM FRANCIS, and JOHN CHARLES CLAY, Priory rd, St Ann's rd, Tottenham, Builders. Edmonton. Pet Dec 13. Ord Jan 10  
 TAYLOR, WILLIAM ROBERT, Coventry, Licensed Victualler. Coventry. Pet Jan 9. Ord Jan 9  
 THACKER, JAMES, Gorleston, Suffolk, Boat Owner. Gt Yarmouth. Pet Jan 9. Ord Jan 9  
 TODD, ROBERT, Gateshead, Butcher. Newcastle on Tyne. Pet Jan 9. Ord Jan 9  
 TOLSON, ROGER FLEMING, Deansgate, Manchester, Architect. Manchester. Pet Dec 2. Ord Jan 11  
 WALKER, PETER, York, no occupation. York. Pet Jan 11. Ord Jan 11  
 WHEELER, EDWARD FRANCIS, Brackley, Northamptonshire, Furniture Dealer. Banbury. Pet Jan 9. Ord Jan 9

## FIRST MEETINGS.

BARFIELD, JOHN WILLIAM, Dronfield, Derbyshire, Farmer. Jan 20 at 2.30. Off Rec, St James's chmbrs, Derby  
 BEDELL, WILLIAM, Holcombe Rogus, Devon, Baker. Jan 21 at 11.30. Squirrel Hotel, Wellington  
 BEKEN, ALFRED, Ramsgate, Licensed Victualler. Jan 20 at 9.30. 47, St George's st, Canterbury  
 BERRY, ELI, Portlaid, Sussex, Gardener. Jan 20 at 12. Off Rec, 4, Pavilion bldgs, Brighton  
 BLAKEMORE, GEORGE BERNARD, Bilston, Staffordshire, Grocer. Jan 21 at 11. Off Rec, St Peter's close, Wolverhampton  
 BRAY, JANE, Bradford, Boot Dealer. Jan 23 at 11. Off Rec, 31, Manor row, Bradford  
 CONNOLLY, PETER, Bolton, Lancs, Provision Dealer. Jan 20 at 11. 16, Wood st, Bolton

COOMBS, CHARLES, Burton Latimer, Northamptonshire, Farmer. Jan 21 at 8. County Court, Northampton  
 DICKINSON, WILLIAM, Doncaster, Tailor. Jan 23 at 3. Haigh & Son, solers, New st, Huddersfield  
 EDGE, JAMES, Atherton, Lancs, Tailor. Jan 24 at 11. 16, Wood st, Bolton  
 ESSEX, CHARLES, Rothwell, Northamptonshire, Carpenter. Jan 21 at 2. County Court, Northampton  
 FOSTER, GEORGE, Birkenhead, Fishmonger's Manager. Jan 25 at 2. Off Rec, 48, Hamilton sq, Birkenhead  
 FOX, WILLIAM, Dronfield, Derbyshire, Grocer. Jan 23 at 3. Angel Hotel, Chesterfield  
 FRANCIS, THOMAS, Festiniog, Merionethshire, Butcher. Jan 21 at 10.30. Queen Hotel, Blaenau Festiniog  
 GODDARD, GEORGE, East Swallowfield, Berks, Farmer. Jan 23 at 12. Queen's Hotel, Reading  
 GOUGH, WILLIAM LAWRENCE, Middlesbrough, Druggist. Jan 21 at 11. Off Rec, 8, Albert rd, Middlesbrough  
 HANCOCK, ELI, Wellington, Somersetshire, Decorator. Jan 21 at 12.30. Squirrel Hotel, Wellington  
 HORNE, RICHARD, Speldhurst, Dartmouth rd, Forest Hill, Clerk. Jan 23 at 3. 109, Victoria st, Westminster  
 HOWELL, JOSEPH, Gt Grimsby, Ship Carpenter. Jan 23 at 12. Off Rec, 3, Haven st, Gt Grimsby  
 HOWELL, THOMAS, Liverpool, Baker. Jan 27 at 2. Off Rec, 35, Victoria st, Liverpool  
 INGLES, ARTHUR, Worcester, Licensed Victualler. Jan 25 at 11. Off Rec, Worcester  
 LYON, CHARLES E, address unknown. Jan 20 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 MONTGOMERY, WILLIAM, Liverpool, Clothier's Manager. Jan 21 at 3. Off Rec, 35, Victoria st, Liverpool  
 PATTINSON, ROBERT, St Ann's Hill, nr Carlisle, Nurseryman. Jan 21 at 12. Off Rec, 34, Fisher st, Carlisle  
 PRACOCK, JAMES HENRY, Saltburn by the Sea, Yorks, Grocer. Jan 21 at 11.30. Off Rec, 8, Albert rd, Middlesbrough  
 RESIDE, JAMES, Rastrick, nr Halifax, Mechanic. Jan 23 at 11. Off Rec, Halifax  
 RIDLEY, EDWARD, South Stockton, Yorks, Boot Maker. Jan 24 at 11. Off Rec, 8, Albert rd, Middlesbrough  
 ROSE, SHEM, Poole, Dorsetshire, Haulier. Jan 20 at 3. Off Rec, Salisbury  
 ROWE, EDWARD, Wellington, Grocer. Jan 20 at 11.15. Squirrel Hotel, Wellington  
 SADLER, JESSE JOHNSON, Walsden, Lancashire, Valetta Manufacturer. Jan 20 at 3.15. Queen's Hotel, Todmorden  
 SCOTT, THOMAS HENRY, Huddersfield, Rope Manufacturer. Jan 25 at 3. Haigh & Son, solers, New st, Huddersfield  
 SIMPKINS, THOMAS, and ANN SIMPKINS, High st, New Southgate, Dealers in China. Jan 20 at 11. 16 Room, 30 and 31, St Swithin's lane, Newcastle on Tyne  
 SMITH, WILLIAM, Rothwell, Northampton, Grazier. Jan 21 at 4. County Court, Northampton  
 STEPHENSON, THOMAS NELSON, Pocklington, Yorks, Grocer. Jan 25 at 1. Off Rec, York  
 TAYLOR, WILLIAM ROBERT, Coventry, Licensed Victualler. Jan 23 at 12. Off Rec, 17, Hertford st, Coventry  
 TODD, ROBERT, Newcastle on Tyne, Butcher. Jan 23 at 11. Off Rec, Pink lane, Newcastle on Tyne  
 TYLER, FRANCIS JAMES, Aston, Birmingham, out of business. Jan 25 at 11. 25, Colmore row, Birmingham  
 WALKER, PETER, York, no occupation. Jan 25 at 11. Off Rec, York

## ADJUDICATIONS.

BATT, CHARLES JOSEPH, Heslop rd, Balham, Tailor. High Court. Pet Nov 23. Ord Jan 11  
 BEMBRIDGE, CHARLES, Seaton, Rutland, Farm Foreman. Leicester. Pet Jan 11. Ord Jan 11  
 BLACKWELL, THOMAS, Enfield Highway, Cowkeeper. Edmonton. Pet Jan 10. Ord Jan 10  
 BLAKEMORE, GEORGE BERNARD, Bilston, Staffordshire, Grocer. Wolverhampton. Pet Jan 5. Ord Jan 10  
 BODKIN, GAHAM, Maidstone, Dairyman. Maidstone. Pet Jan 3. Ord Jan 10  
 BOOTH, BENJAMIN, Wellington rd North, Hounslow, Butcher. Brentford. Pet Jan 6. Ord Jan 21  
 BLACKWELL, HENRY, Kirby in Furness, Lancashire, Farmer. Ulverston and Baitow in Furness. Pet Nov 15. Ord Jan 11  
 BRAY, JANE, Undercliffe, Yorks, Boot Dealer. Bradford. Pet Jan 6. Ord Jan 9  
 BRIDGER, GEORGE BELLAMY, Nottingham, Commission Agent. Nottingham. Pet Jan 4. Ord Jan 9  
 BRIGHTON, JAMES, Bungay, Bricklayer. Great Yarmouth. Pet Jan 10. Ord Jan 10  
 BURY, THOMAS, Audley, Lancashire, Shuttle Maker. Blackburn. Pet Jan 6. Ord Jan 9  
 CADDICK, WILLIAM, Blaina, Mon, Builder. Tredegar. Pet Dec 24. Ord Jan 9  
 CADOGAN, CHARLES JOHN, Pontypridd, Commission Agent. Pontypridd. Pet Jan 9. Ord Jan 9  
 CAVE, THOMAS, Oxford, Baker. Oxford. Pet Dec 12. Ord Jan 6  
 CLUSE EDWARD THOMAS, Colchester, Tobaccoist. Colchester. Pet Jan 3. Ord Jan 7  
 CONNOLLY, PETER, Bolton, Provision Dealer. Bolton. Pet Dec 21. Ord Jan 10  
 CORBETT, CORBETT HOLLAND, Redhill, Edgware, Horse Dealer. St Albans. Pet Dec 5. Ord Jan 7  
 COX, A C W, residence unknown. High Court. Pet Oct 11. Ord Jan 9  
 CUMMING, WILLIAM, and FANNY CUMMING, Strand, out of business. High Court. Pet Jan 7. Ord Jan 9  
 DAY, JOHN, Horbury, Yorks, Colliery Proprietor. Wakefield. Pet Dec 30. Ord Jan 7  
 EDELSTEIN, GEORGE, Warwick lane, Manufacturers' Agent. High Court. Pet Jan 3. Ord Jan 11  
 EDGE, JAMES, Atherton, Lancs, Tailor. Bolton. Pet Jan 10. Ord Jan 10  
 ELLIS, THOMAS, Hunmanby, Yorks, Farmer. Scarborough. Pet Jan 9. Ord Jan 9  
 ELIAS, DAVID, and JOHN DAVID ELIAS, Bangor, Watchmakers. Bangor. Pet Jan 10. Ord Jan 10  
 FEAST, ROBERT WALTON, Little Moorfields, Moorgate st, Auctioneer. High Court. Pet Oct 15. Ord Jan 5  
 FOSTER, GEORGE, Birkenhead, Fishmonger's Manager. Birkenhead. Pet Jan 9. Ord Jan 10  
 FOX, WILLIAM, Dronfield, Derby, Grocer. Chesterfield. Pet Jan 9. Ord Jan 9  
 FRAMJEE, JEHANGHEE, New Broad st, East India Merchant. High Court. Pet Sept 26. Ord Jan 11  
 GREEN, GREEN ARTHUR, Commercial st, Whitechapel, Grocer. High Court. Pet Jan 6. Ord Jan 9  
 HAMER, JOHN HENRY, Bollington, Cheshire, out of business. Macclesfield. Pet Aug 18. Ord Jan 6  
 HAMPTON, THOMAS FREDERICK, Cheetham, Manchester, out of business. Salford. Pet Nov 29. Ord Jan 9



HANCOCK, ELI, Wellington, Somerset, Decorator. Taunton. Pet Jan 9. Ord Jan 9.  
 HARPER, CORNELIUS, Kingston upon Hull, Coal Dealer. Kingston upon Hull. Pet Jan 11. Ord Jan 11.  
 HARTLEY, ISAAC, Leicester, Corn Dealer. Leicester. Pet Nov 28. Ord Jan 9.  
 JOHNSON, JOHN, Carlisle, Waste Merchant. Carlisle. Pet Jan 11. Ord Jan 11.  
 KENNINGTON, WILLIAM, Loughborough, Licensed Victualler. Leicester. Pet Dec 13. Ord Jan 9.  
 KNOPFEL, KATHLEEN MIDDLETON FRANCES, West st, St Martin's lane, Licensed Victualler. High Court. Pet Jan 11. Ord Jan 11.  
 LAMBERT, JOSEPH, Birmingham, Tobaccoconist. Birmingham. Pet Oct 22. Ord Jan 11.  
 LONG, WILLIAM JAMES, Hatmston, Lincoln, Innkeeper. Lincoln. Pet Jan 7. Ord Jan 7.  
 LUTON, EDITH, Bradford, Spinster. Bradford. Pet Nov 8. Ord Jan 10.  
 MARSDEN, ARTHUR, Hornforth, Yorks, Stuff Merchant. Bradford. Pet Jan 9. Ord Jan 9.  
 MERCHANT, JAMES EDWIN, Bibury, Gloucester, Grocer. Cheltenham. Pet Dec 19. Ord Jan 10.  
 MORRIS, HENRY, Tipton, Grocer. Dudley. Pet Dec 16. Ord Jan 10.  
 OLDREDGE, CHARLES HENRY, Colchester, Builder. Colchester. Pet Jan 6. Ord Jan 11.  
 PATTINSON, JAMES, Urswick, nr Barrow in Furness, Farmer. Ulverston and Barrow in Furness. Pet Nov 15. Ord Jan 11.  
 PATTINSON, ROBERT, St Ann's Hill, nr Carlisle, Nurseryman. Carlisle. Pet Jan 10. Ord Jan 10.  
 POCHIN, STEPHEN, Leicester, Agent. Leicester. Pet Dec 15. Ord Jan 10.  
 PENNACH, HENRY, Coburg rd, Old Kent rd, Builder. High Court. Pet Nov 28. Ord Jan 11.  
 PETERSEN, CARL CHRISTIAN, Beccles, Suffolk, Tailor. Great Yarmouth. Pet Jan 9. Ord Jan 9.  
 SADDLER, JESSE JOHNSON, Walsden, Lancashire, Valetta Manufacturer. Burnley. Pet Jan 4. Ord Jan 10.  
 SALISBURY, JAMES EDWARD, Sheffield, Stay Busk Manufacturer. Sheffield. Pet Dec 14. Ord Jan 9.  
 SAYER, GEORGE JOHN, Neal st, Long Acre. High Court. Pet Aug 5. Ord Jan 10.  
 SCOTT, THOMAS HENRY, Huddersfield, Rope Manufacturer. Huddersfield. Pet Jan 11. Ord Jan 11.  
 SMITH, SAMUEL, Leeds, Butter Factor. Leeds. Pet Jan 11. Ord Jan 11.  
 THACKER, JAMES, Gorleston, Suffolk, Boat Owner. Great Yarmouth. Pet Jan 9. Ord Jan 9.  
 THOMAS, JOHN WILLIAM, Holyhead, Anglesey, Draper. Bangor. Pet Dec 31. Ord Jan 11.  
 TODD, ROBERT, Newcastle on Tyne, Butcher. Newcastle on Tyne. Pet Jan 9. Ord Jan 9.  
 TUCKER, WILLIAM HENRY, Shepton Mallet, Baker. Wells. Pet Jan 9. Ord Jan 9.  
 TYERS, FRANCIS JAMES, Ashton, Birmingham, out of business. Birmingham. Pet Dec 8. Ord Jan 11.  
 VALHERMEY, Comte de CHARLES MAURIS, Ladbroke rd, Notting hill. High Court. Pet Aug 13. Ord Jan 5.  
 WILCOCKS, GEORGE, Devonport, Cole Merchant. East Stonehouse. Pet Dec 9. Ord Jan 11.  
 WILLIAMS, JAMES, Usk, Mon, Innkeeper. Newport, Mon. Pet Dec 31. Ord Jan 6.  
 WINFIELD, JOHN, Dudley, Worcestershire, Boot Dealer. Dudley. Pet Dec 13. Ord Jan 10.

London Gazette.—TUESDAY, Jan. 17.

#### RECEIVING ORDERS.

ACKEEMAN, HENRY, Bristol, Druggist. Bristol. Pet Jan 13. Ord Jan 13.  
 ALMOND, JOHN, Yearsley, nr Easingwold, Yorks, Farmer. York. Pet Jan 13. Ord Jan 13.  
 BAKER, FRANK, Littledean, Gloucestershire, Fish Merchant. Gloucester. Pet Jan 12. Ord Jan 12.  
 BASHI, EZZIEL ABRAHAM, Manchester, Merchant. Manchester. Pet Jan 6. Ord Jan 13.  
 BOOTH, JOHN, Newport, Salop, Licensed Victualler. Stafford. Pet Jan 12. Ord Jan 12.  
 BOUCHER, HENRY, Brighton, Billiard Table Keeper. Brighton. Pet Jan 13. Ord Jan 13.  
 BOURNEAU, ERNEST MARIE, Davies st, Berkeley sq, Surgical Appliance Manufacturer. High Court. Pet Jan 14. Ord Jan 14.  
 BRIGGS, GEORGE, Cardiff, Confectioner. Cardiff. Pet Jan 12. Ord Jan 12.  
 BRUNDLE, SAMUEL, Kirkley, Suffolk, Tailor. Gt Yarmouth. Pet Jan 13. Ord Jan 13.  
 BULPITT, GEORGE HENRY, sen, Southampton, Fish Salesman. Southampton. Pet Jan 14. Ord Jan 14.  
 CURE, JOHN, Bishopston, Gloucestershire, Builder. Bristol. Pet Dec 29. Ord Jan 13.  
 DANIELS, GEORGE, Jermyn st, St James's, Tailor. High Court. Pet Jan 14. Ord Jan 14.  
 DESGARDIN, LOUIS, Bristol, Jeweller. Bristol. Pet Jan 14. Ord Jan 14.  
 DICKINSON, ALFRED, Fleet st, Licensed Victualler. High Court. Pet Jan 13. Ord Jan 13.  
 ELWORTHY, ALFRED, King's rd, Peckham, Mineral Water Manufacturer. High Court. Pet Nov 16. Ord Jan 14.  
 EVANS, JOHN, Bromsgrove, Licensed Victualler. Worcester. Pet Jan 12. Ord Jan 12.  
 FOORD, CLARA, and ELLEN PICKERSGILL, Hastings, Jewellers. Hastings. Pet Jan 12. Ord Jan 12.  
 HAINES, WILLIAM, Ross, Herefordshire, Clerk. Hereford. Pet Jan 14. Ord Jan 14.  
 HOARE, ARTHUR, Edenbridge, Kent, out of business. Tunbridge Wells. Pet Dec 10. Ord Jan 12.  
 HOLGATE, JOHN, Rawcliffe, nr Boroughbridge, Farmer. York. Pet Jan 12. Ord Jan 12.  
 HOLT, WILLIAM FRANCIS SMITH, Bradford, Joiner. Bradford. Pet Jan 12. Ord Jan 12.  
 JARRATE, THOMAS, Wootton, Northamptonshire, Wheelwright. Northampton. Pet Jan 14. Ord Jan 14.  
 KIRBY, THOMAS KENDALL, Brighton, Fly Proprietor. Brighton. Pet Jan 14. Ord Jan 14.  
 MANLEY, MARK, St George's rd, Regent's park, Builder. High Court. Pet Dec 21. Ord Jan 13.  
 NODDIE, JOHN, Devonport, Carrier. East Stonehouse. Pet Jan 13. Ord Jan 14.  
 POVEY, FREDERICK ROBERT, Andover, Whitesmith. Salisbury. Pet Jan 11. Ord Jan 11.  
 REEVES, JAMES, Runfold, Farnham, Farmer. Guildford and Godalming. Pet Jan 14. Ord Jan 14.  
 ROGERS, JOHN, Cardiff, Clerk. Cardiff. Pet Jan 13. Ord Jan 11.  
 ROLFE, RICHARD, Feltwell, Norfolk, Farm Bailiff. Norwich. Pet Jan 14. Ord Jan 14.

RUBINSTEIN, SAMUEL, Great Grimsby, Cabinetmaker. Great Grimsby. Pet Jan 13. Ord Jan 13.  
 SAUNDERS, CHARLES, Landport, Hants, Fruiterer. Portsmouth. Pet Jan 13. Ord Jan 13.  
 STRAFFORD, JOSEPH, and GEORGE HENRY STRAFFORD, Wath on Dearne, Yorks, Glass Bottle Manufacturers. Sheffield. Pet Jan 14. Ord Jan 14.  
 STUART, ROBERT, Bolton, Clock Spring Maker. Bolton. Pet Jan 13. Ord Jan 13.  
 SWAFFER, HENRY JOSEPH, Ramsgate, Draper. Canterbury. Pet Jan 13. Ord Jan 13.  
 THOMAS, EDWARD, Brittonferry, Glamorganshire, Roll Turner. Neath. Pet Jan 12. Ord Jan 12.  
 TRIM, H. C., Southsea, Grocer. Portsmouth. Pet Dec 6. Ord Jan 12.  
 WALLACE, THOMAS, Newcastle on Tyne, Plasterer. Newcastle on Tyne. Pet Jan 14. Ord Jan 14.  
 WATSON, JOSEPH, Batley, Cabinetmaker. Dewsbury. Pet Jan 12. Ord Jan 12.  
 WHITE, JOSEPH SAMUEL, Nottingham, out of business. Nottingham. Pet Jan 12. Ord Jan 12.  
 WIGGINS, GEORGE, Southsea, Confectioner. Portsmouth. Pet Jan 11. Ord Jan 11.

#### FIRST MEETINGS.

ALMOND, JOHN, Yearsley, nr Easingwold, Yorks, Farmer. Jan 27 at 12. Off Rec, York.  
 BAKER, FRANK, Littledean, Gloucestershire, Fish Merchant. Jan 24 at 3.15. Off Rec, Gloucester.  
 BEMBRIDGE, CHARLES, Seaton, Rutland, Farm Foreman. Jan 24 at 12.30. 28, Friar lane, Leicester.  
 BEYNON, JOHN, Tregaron, Cardiganshire, Licensed Victualler. Jan 26 at 11. Off Rec, Carmarthen.  
 BOOTH, JOHN, Newport, Salop, Licensed Victualler. Jan 21 at 11.30. County Court, Stafford.  
 BRIGHTON, JAMES, Bungay, Bricklayer. Jan 28 at 11. Off Rec, 8, King st, Norwich.  
 BROWN, JOSEPH, Belvedere crescent, Belvedere rd, Lambeth, Timber Merchant. Jan 24 at 2.30. 43, Carey st, Lincoln's inn.  
 BRUNDLE, SAMUEL, Kirkley, Suffolk, Tailor. Jan 27 at 11. Off Rec, 8, King st, Norwich.  
 BURY, THOMAS, Blackburn, Shuttle Maker. Jan 25 at 2.15. County Court, Blackburn.  
 CLEMENTS, CHARLES, Maddox st, Regent st, Tailor. Jan 27 at 2.30. 33, Carey st, Lincoln's inn.  
 COCKS, WALTER, Victoria st, Westminster, Tailor. Jan 24 at 11. 33, Carey st, Lincoln's inn.  
 COPELAND, DAVID, Birmingham, Dairyman. Jan 26 at 11. 25, Colmore row, Birmingham.  
 COWLEY, ISAAC, Rock Ferry, Cheshire, Baker. Jan 25 at 2.30. Off Rec, 48 Hamilton sq, Birkenhead.  
 DENMAN, FRANCIS PHILIP, M'le End rd, Physician. Jan 27 at 11. 33, Carey st, Lincoln's inn.  
 DODD, FRANCIS, Nesscliffe, Salop, Licensed Victualler. Jan 25 at 2. Law Society, Talbot chmbrs, Shrewsbury.  
 EDELSTEIN, GEORGE, Warwick lane, Manufacturers' Agent. Jan 26 at 2.30. 38, Carey st, Lincoln's inn.  
 EVANS, JOHN, Bromsgrove, Worcestershire, Licensed Victualler. Jan 26 at 11. Off Rec, Worcester.  
 FEAST, ROBERT WALTON, Little Moorfields, Moorgate st, Auctioneer. Jan 26 at 11. 33, Carey st, Lincoln's inn.  
 FLOWER, SEVERIN, Boyle st, Saville row, Gent. Jan 27 at 2.30. 33, Carey st, Lincoln's inn.  
 FOEBSTER, GEORGE RICHARD, and ROBERT RUSSELL HYATT, Bermondsey st, Hide Factors. Jan 25 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 HAWLEY, JOHN HENRY, Winchcomb, Gloucestershire, Draper. Jan 26 at 3. County Court, Cheltenham.  
 HERMANN, HYMAN, Old st, St Luke's, Baker. Jan 25 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 HOLGATE, JOHN, Rawcliffe, nr Boroughbridge, Yorks, Innkeeper. Jan 25 at 3. Off Rec, York.  
 HOLT, WILLIAM FRANCIS SMITH, Bradford, Joiner. Jan 26 at 11. Off Rec, 31, Manor row, Bradford.  
 HURLEY, MORRIS, Volunteer yd, Nailour st, Caledonian rd, Cab Proprietor. Jan 26 at 12. Bankruptcy bldgs, Lincoln's inn.  
 JOHNSON, JOHN, Carlisle, Waste Merchant. Jan 25 at 12. Off Rec, 34, Fisher st, Carlisle.  
 JOHNSON, THOMAS ANDREW, Westbourne ter, Turnham green, Commercial Traveller. Jan 27 at 12. 33, Carey st, Lincoln's inn.  
 JOHNSON, WILLIAM, Frison, Holloway, Clerk. Jan 26 at 12. 33, Carey st, Lincoln's inn.  
 JONES, THOMAS DAVID, Dowlais, Glamorganshire, Grocer. Jan 25 at 12. Off Rec, Merthyr Tydfil.  
 KEABLE, WILLIAM EDWARD, Great Yarmouth, Window Blind Manufacturer. Jan 27 at 1. Off Rec, 8, King st, Norwich.  
 LAMBERT, JOSEPH, Birmingham, Tobaccoconist. Jan 25 at 12. Bankruptcy bldgs, Lincoln's inn.  
 LIPSCOMB, L. H., Walthamstow, Builder. Jan 25 at 12. Bankruptcy bldgs, Lincoln's inn.  
 LOWRIE, JAMES WILLIAM, Manchester rd, Cubitt Town, Poplar, Carman. Jan 26 at 2.30. 33, Carey st, Lincoln's inn.  
 MALLETT, WILLIAM CHAMBERLAIN, City rd, Clerk. Jan 30 at 12.30. Off Rec, Bank chmbrs, Bristol.  
 MARELIN, ARTHUR, Bradf. rd, Stuff Merchant. Jan 30 at 11. Off Rec, 31, Manor row, Bradford.  
 MCCARTHY, THOMAS IRVEN, Manchester, Agent. Jan 26 at 11.30. Off Rec, Ogden's chmbrs, Bridge st, Manchester.  
 MORGAN, JOSEPH, Shrewsbury, Seed Merchant. Jan 25 at 3. Law Society, Talbot chmbrs, Shrewsbury.  
 MORRISON, ANGUS, City rd, Publisher. Jan 25 at 11. 33, Carey st, Lincoln's inn.  
 NEEDLE, JOHN HODDER, Park pl, St James's, Wine Merchant. Jan 24 at 11. 33, Carey st, Lincoln's inn.  
 OLDREDGE, CHARLES HENRY, Colchester, Builder. Jan 24 at 11. Townhall, Colchester.  
 PAXTON, GEORGE, Towyn, Merioneth, Gent. Jan 31 at 1.30. Townhall, Aberystwith.  
 PEARSON, GIBSON RICHARDS, Kirk Smeaton, Yorks, Farmer. Jan 24 at 11.30. Guildhall, Doncaster.  
 PETERSEN, CARL CHRISTIAN, Beccles, Suffolk, Tailor. Jan 27 at 11.30. Off Rec, 8, King st, Norwich.  
 PENNACH, HENRY, Coburg rd, Old Kent rd, Builder. Jan 26 at 12. 33, Carey st, Lincoln's inn.  
 POVEY, FREDERICK ROBERT, Andover, Whitesmith. Jan 24 at 2.30. Off Rec, Salisbury.  
 PREVAL, WILLIAM, Leeds, Omnibus Proprietor. Jan 25 at 11. Off Rec, 22, Park row, Leeds.  
 ROLFE, RICHARD, Feltwell, Norfolk, Farm Bailiff. Jan 28 at 12. Off Rec, 8, King st, Norwich.  
 SADDLER, CHARLES, Merthyr Tydfil, China Dealer. Jan 24 at 12. Off Rec, Merthyr Tydfil.  
 SAUNDERS BROTHERS, Bank chmbrs, Tooley st, Builders. Jan 25 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

SAUNDERS, CHARLES, Landport, Hamps, Fruiterer. Jan 30 at 4.30. 166, Queen st, Portsea.  
 SAUNDERS, JAMES, East Dereham, Solicitor. Jan 27 at 12. Off Rec, 8, King st, Norwich.  
 SMITH, KATHARINE ELLA, Landport, Hamps, Grocer. Jan 30 at 3. 166, Queen st, Portsea.  
 STUART, ROBERT, Bolton, Clock Spring Maker. Jan 27 at 11. 16, Wood st, Bolton.  
 SWAFFER, HENRY JOSEPH, Ramsgate, Draper. Jan 25 at 1. Bankruptcy bds, Footing st.  
 TATTERSALL, ALFRED, Arcadian rd, Chitt's hill pk, Wood Green, Builder. Jan 24 at 11. Bankruptcy bds, Portugal st, Lincoln's inn fields.  
 THACKER, JAMES, Gorleston, Suffolk, Boat Owner. Jan 27 at 12.30. Off Rec, 8, King st, Norwich.  
 THOMAS, EDWARD, Britton Ferry, Glamorgan, Roll Turner. Jan 26 at 12. Castle Hotel, Neath.  
 THOMAS, JOHN WILLIAM, Holyhead, Draper. Jan 24 at 12. Off Rec, Crypt chambers, Chester.  
 TOLSON, ROGER FLEMING, Deansgate, Manchester, Architect. Jan 24 at 11.30. Off Rec, Oden's chambers, Bridge st, Manchester.  
 THIM, H. C., Southsea, Grocer. Jan 25 at 12.30. 166, Queen st, Portsea.  
 TUCKETT, GEORGE BESWICK, Clifton, Bristol, Commercial Traveller. Jan 30 at 12. Off Rec, Bank chambers, Bristol.  
 WALLACE, THOMAS, Newcastle on Tyne, Plasterer. Jan 28 at 11. Off Rec Pink lane, Newcastle on Tyne.  
 WAY, GEORGE, Stokenchurch, Oxfordshire, Licensed Victualler. Jan 26 at 11. 33, Carey st, Lincoln's inn.  
 WHITE JOSEPH SAMUEL, Nottingham, out of business. Jan 24 at 12. Off Rec, 1, High pavement, Nottingham.  
 WIGGINS, GEORGE, Southsea, Confectioner. Jan 30 at 4. 166, Queen st, Portsea.

## ADJUDICATIONS.

ALEXANDER, T., Bollingbroke grove, Wandsworth Common. Wandsworth. Pet Dec 5. Ord Jan 12.  
 ALMOND, JOHN, Yearsley, nr Easingwold, Yorks, Farmer. York. Pet Jan 13. Ord Jan 13.  
 ANSCHUL, HERMAN, Newgate st, Agent. High Court. Pet Nov 7. Ord Jan 13.  
 BAKER, FRANK, Littledean, Gloucestershire, Fish Merchant. Gloucester. Pet Jan 12. Ord Jan 14.  
 BANKS, CHARLES, Weston super Mare, Cabinet Maker. Bridgwater. Pet Dec 15. Ord Jan 12.  
 BERRY, ELI, Portlode, Market Gardener. Brighton. Pet Jan 7. Ord Jan 12.  
 BOUCHER, HENRY, Brighton, Billiard Table Keeper. Brighton. Pet Jan 13. Ord Jan 13.  
 BOURJEAUD, ERNEST MARIE, Davies st, Berkley sq, Surgical Appliance Manufacturer. High Court. Pet Jan 14. Ord Jan 14.  
 BRUNDLE, SAMUEL, Kirkley, Suffolk, Tailor. Gt Yarmouth. Pet Jan 13. Ord Jan 13.  
 BULFITT, GEORGE HENRY, sen., Southampton, Fish Salesman. Southampton. Pet Jan 14. Ord Jan 14.  
 CLEMENTS, CHARLES, Maddox st, Regent st, Tailor. High Court. Pet Dec 15. Ord Jan 13.  
 COLLINS, JAMES, Abbots Langley, Herts, Builder. St Albans. Pet Jan 3. Ord Jan 11.  
 DANIELS, GEORGE, Jermyn st, St James's, Tailor. High Court. Pet Jan 14. Ord Jan 14.  
 EVANS, HENRY RUSSELL, Newport, Mon, Stockbroker. Newport, Mon. Pet May 10. Ord Jan 13.  
 EVANS, JOHN, Bromsgrove, Worcestershire, Licensed Victualler. Worcester. Pet Jan 12. Ord Jan 13.  
 GARRAD, SAMUEL, Southend, Farmer. Chelmsford. Pet Nov 12. Ord Jan 10.  
 GRAY, JOHN, Newdigate, Surrey, Farmer. Croydon. Pet Dec 2. Ord Jan 11.  
 HAINES, WILLIAM, Ross, Gloucestershire, Clerk. Hereford. Pet Jan 14. Ord Jan 14.  
 HALLATT, FREDERICK BAXTER, Southsea, Outfitter. Portsmouth. Pet Dec 9. Ord Dec 19.  
 HARBORD, WILLIAM, Lee, Kent, Gent. Greenwich. Pet Nov 17. Ord Jan 13.  
 HARGRAVES, THOMAS, Hinckley, Boot Manufacturer. Leicester. Pet Dec 16. Ord Jan 14.  
 HOLGATE, JOHN, Rawcliffe, nr Boroughbridge, Yorks, Farmer. York. Pet Jan 12. Ord Jan 12.  
 KIRBY, THOMAS KENDALL, Brighton, Fly Proprietor. Brighton. Pet Jan 14. Ord Jan 14.  
 LOWING, JAMES JOSEPH, Chelmsford, Builder. Chelmsford. Pet Nov 5. Ord Jan 10.  
 MALLET, WILLIAM CHAMBERLAIN, Bristol, Merchant's Clerk. Bristol. Pet Jan 7. Ord Jan 14.  
 MCCARTHY, THOMAS IRVEN, Ducie grove, Oxford rd, Manchester, Agent for Oil Manufacturers. Manchester. Pet Nov 24. Ord Jan 12.  
 PAXTON, GEORGE, Botolph, Towyn, Merionethshire, Gent. Aberystwith. Pet July 1. Ord Jan 13.  
 PEARSON, GIBSON RICHARDS, Kirk Smeaton, Yorks, Farmer. Wakefield. Pet Jan 9. Ord Jan 14.  
 RESIDE, JAMES, Rastrick, nr Halifax, Mechanic. Halifax. Pet Jan 7. Ord Jan 14.  
 ROGERS, JOHN, Cardiff, Clerk. Cardiff. Pet Jan 10. Ord Jan 14.  
 ROLFE, RICHARD, Feltwell, Norfolk, Farm Bailiff. Norwich. Pet Jan 14. Ord Jan 14.

RUBINSTEIN, SAMUEL, Great Grimsby, Cabinet Maker. Great Grimsby. Pet Jan 13. Ord Jan 13.  
 RUST, ARTHUR, Margaret Roding, Essex, Farm Bailiff. Chelmsford. Pet Nov 30. Ord Jan 10.  
 SAUNDERS, CHARLES, Landport, Hampshire, Fruiterer. Portsmouth. Pet Jan 12. Ord Jan 13.  
 SMITH, ERIC PERCIVAL, Hatton wall, Tobacco Manufacturer. Pet Dec 6. Ord Jan 13.  
 STEPHENSON, THOMAS NELSON, Pocklington, Yorks, Grocer. York. Pet Jan 11. Ord Jan 14.  
 STRAFFORD, JOSEPH, and GEORGE HENRY STRAFFORD, Wath on Dearne, Yorks, Glass Bottle Manufacturers. Sheffield. Pet Jan 13. Ord Jan 14.  
 STUART, ROBERT, Bolton, Clock Spring Maker. Bolton. Pet Jan 13. Ord Jan 13.  
 TAYLOR, WILLIAM ROBERT, Coventry, Licensed Victualler. Coventry. Pet Jan 9. Ord Jan 12.  
 THOMAS, EDWARD, Brittonferry, Roll Turner. Neath. Pet Jan 12. Ord Jan 12.  
 TUCKETT, GEORGE BESWICK, Bristol, Commercial Traveller. Bristol. Pet Jan 7. Ord Jan 14.  
 TYRUBST, RICHARD, Herne Bay, Job Master. Canterbury. Pet Dec 9. Ord Jan 12.  
 UNDERWOOD, WILLIAM ARTHUR, Watford, Farmer. St Albans. Pet Dec 31. Ord Jan 11.  
 WALKER, PETER, York, no occupation. York. Pet Jan 11. Ord Jan 11.  
 WALLACE, THOMAS, Newcastle on Tyne, Plasterer. Newcastle on Tyne. Pet Jan 14. Ord Jan 14.  
 WATSON, JOSEPH, Batley, Yorks, Cabinet Maker. Dewsbury. Pet Jan 12. Ord Jan 12.  
 WHITE, JOSEPH SAMUEL, Nottingham, out of business. Nottingham. Pet Jan 12. Ord Jan 14.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BEASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

## SALES OF ENSUING WEEK.

Jan. 25.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, Tokenhouse-yard, at 2 1/2 p.m., Shares in Old Established Law and other Insurance Offices, Reversions, and Policy of Assurance (see advertisement, Jan. 14, p. 4).  
 Jan. 25.—Messrs. ELLIS, MORRIS, SUTHERLAND, & CO., at the Mart, Tokenhouse-yard, E.C., at 2 p.m., Freehold Property and Business Premises (see advertisement, Dec. 31, p. 4).

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

BEAL.—Jan. 16, at Perham-road, West Kensington, the wife of Edward Beal, barrister-at-law, of a son.  
 CHADWICK-HEALEY.—Jan. 11, at Harley-street, the wife of C. E. H. Chadwick-Healey, of Lincoln's-inn, barrister-at-law, of a son.  
 FLOWERDEW.—Jan. 15, at Brook-lane, Alderley Edge, the wife of Frank Flowerdew, solicitor, of a son.

## MARRIAGE.

COUSINS-BRIGGS.—Jan. 18, at Harrogate, W. James Cousins, of Leeds, solicitor, to Julia, daughter of the late Thomas Briggs, of Queensbury, Yorks.

## DEATH.

WILLIAMS.—Jan. 11, Charles Williams, of Alfred-place, Bedford-square, solicitor, aged 68.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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